

# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK, IAS Part 23

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BRAD H., <i>et al.</i> ,	:	
	:	
Plaintiffs,	:	
	:	
-against-	:	Index No. 117882/99
	:	Braun, J.
	:	
THE CITY OF NEW YORK, <i>et al.</i> ,	:	
	:	
Defendants.	:	
-----	X	

**STIPULATION OF SETTLEMENT**

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20           **WHEREAS**, Plaintiffs commenced this action alleging that Defendants had  
21   violated, and continued to violate, New York Mental Hygiene Law § 29.15, 14  
22   N.Y.C.R.R. 587 *et seq.* and Article I, Sections 5 and 6 of the Constitution of the State  
23   of New York, by failing to provide adequate discharge planning to inmates receiving  
24   mental health treatment in correctional facilities maintained and operated by the  
25   DOC;

26           **WHEREAS**, by preliminary injunction entered July 9, 2000, the Court  
27   directed Defendants to provide discharge planning to the plaintiff class in accordance  
28   with New York Mental Hygiene Law § 29.15 and 14 N.Y.C.R.R. 587 *et seq.*;

29           **WHEREAS**, by Order dated August 8, 2000, the Court certified the Class,  
30   consisting of:

31                   all inmates (a) who are currently incarcerated or who  
32                   will be incarcerated in a correctional facility operated  
33                   by the New York City Department of Correction (“City  
34                   Jail”), (b) whose period of confinement in City Jails  
35                   lasts 24 hours or longer, and (c) who, during their  
36                   confinement in City Jails, have received, are receiving,  
37                   or will receive treatment for a mental illness; provided,  
38                   however, that inmates who are seen by mental health  
39                   staff on no more than two occasions during their  
40                   confinement in any City Jails and are assessed on the  
41                   latter of those occasions as having no need for further  
42                   treatment in any City Jail or upon their release from any  
43                   City Jail shall be excluded from the class;

44           **WHEREAS**, counsel for the Class have reviewed thousands of pages of  
45   documents produced by Defendants, have deposed senior employees and officials of  
46   Defendants, and have retained and consulted with experts concerning the merits of  
47   the claims and defenses asserted in this action and the terms of this Agreement; and

48           **WHEREAS**, the Parties now desire to resolve the remaining issues raised in  
 49 this action without further proceedings and without admitting any fault or liability;

50           **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED,**  
 51 by and between the undersigned, as follows:

52   **I.       DEFINITIONS**

53           1.       As used in this Agreement and the exhibits annexed hereto (which are  
 54 an integral part of this Agreement and are incorporated in their entirety by reference),  
 55 the following terms shall have the following meanings, unless otherwise provided in  
 56 this Agreement or its exhibits:

- 57                   a.       “2010e Application” shall mean the application used by  
 58 HRA to determine the eligibility of individuals with  
 59 serious Mental Illness for Supportive Housing in New  
 60 York City. The term “2010e Application” also shall  
 61 mean any forms, however named or titled, that HRA or  
 62 other agencies use at any time in the future to determine  
 63 the eligibility of individuals with serious Mental Illness  
 64 for Supportive Housing in New York City.
- 65                   b.       “ACT” shall mean assertive community treatment team.
- 66                   b.1.   “Activation of Class Members’ Medicaid benefits”  
 67 shall mean the timely execution of steps to effectuate  
 68 the activation of Medicaid for a new Medicaid  
 69 application or unsuspension of existing Medicaid  
 70 benefits that had been previously suspended, pursuant  
 71 to Social Services Law § 336[1-a], during the Class  
 72 Member’s incarceration.
- 73                   c.       “Action” shall mean the lawsuit captioned *Brad H., et*  
 74 *al. v. City of New York, et al.*, Index No. 117882/99,  
 75 filed in the Supreme Court of the State of New York,  
 76 County of New York.
- 77                   d.       “Agreement” or “Settlement Agreement” shall mean  
 78 this Stipulation of Settlement and all attached exhibits,  
 79 including any subsequent amendments to the  
 80 Agreement and/or the exhibits thereto.

- 81 e. "Benefits Unit" shall mean the group of employees of  
82 one or more Defendants who process applications for  
83 Public Assistance, Medicaid and/or SNAP on behalf of  
84 Class Members, as more fully described in Correctional  
85 Health Services' Policies and Procedures Manual.
- 86 f. "Case Management Services" shall mean services  
87 provided to Class Members by or through ICM, SCM,  
88 ACT and/or LINK workers and their agents.
- 89 g. "CHS" shall mean the Correctional Health Services  
90 division of HHC.
- 91 h. [Removed]
- 92 i. "City" shall mean the City of New York.
- 93 j. "City Jail" or "Jail" shall mean any correctional facility  
94 operated by one or more Defendants.
- 95 k. "Class" or "Class Members" shall mean the Class  
96 certified by the Court by Order dated August 8, 2000.
- 97 l. "Class Counsel" shall mean Debevoise & Plimpton,  
98 New York Lawyers for the Public Interest, Inc., and  
99 Douglas Lasdon, Raymond H. Brescia and Heather  
100 Barr, currently of the Urban Justice Center, who are the  
101 law firms and attorneys appointed to represent the Class  
102 pursuant to a stipulation and order.
- 103 m. "Class Notice" shall mean the legal notice providing  
104 Class Members with information about the terms of the  
105 proposed Settlement described herein and their rights in  
106 connection therewith.
- 107 n. "Comment Box" shall mean a sealed box with a slit in  
108 the top through which Class Members may insert  
109 Comment Sheets.
- 110 o. "Comment Sheet" shall mean the form on which any  
111 Class Member may record comments on and/or  
112 objections to the proposed Settlement set forth in this  
113 Settlement Agreement.
- 114 p. [Removed]



- 115 q. "Complaint" shall mean the complaint filed by  
116 Plaintiffs in this Action on August 24, 1999.
- 117 r. "Compliance Monitors" shall mean the individuals  
118 appointed by the Court pursuant to § IV of this  
119 Agreement to monitor the provision of Discharge  
120 Planning in City Jails and Defendants' compliance with  
121 the terms and provisions of this Agreement, as set forth  
122 more fully herein.
- 123 s. "Comprehensive Treatment Plan" or "CTP" shall mean  
124 each individualized treatment plan created by  
125 Defendants pursuant to § II of this Agreement.
- 126 t. "Court" shall mean the Supreme Court of the State of  
127 New York, County of New York.
- 128 u. [Removed]
- 129 v. "Defendants" shall mean The City of New York and its  
130 agencies and instrumentalities; Hon. Bill de Blasio,  
131 Mayor of the City of New York; HHC; Stanley  
132 Brezenoff, Interim President and CEO of HHC;  
133 DHMH; Dr. Mary Travis Bassett, M.D., Commissioner  
134 of DHMH; DOC; Joseph Ponte, Commissioner of  
135 DOC; HRA; and Steven Banks, Commissioner of HRA.
- 136 w. "Defendant Agencies" shall mean all City agencies and  
137 entities involved in providing Discharge Planning  
138 services as contemplated by this Settlement Agreement,  
139 including but not limited to HRA, DHS, HHC, DOC,  
140 DHMH and agencies contracting with the City to  
141 provide SPAN, LINK, or transportation services.
- 142 x. "Defendants' Counsel" shall mean the New York City  
143 Law Department, the Office of the Corporation  
144 Counsel.
- 145 y. "DHMH" shall mean the City Department of Health  
146 and Mental Hygiene.
- 147 z. "DHS" shall mean the City Department of Homeless  
148 Services.



- 187 Member should go in the community to receive  
188 treatment and services.
- 189 hh. "DOC" shall mean the City Department of Correction.
- 190 ii. "EBT card" or "Electronic Benefit Transfer card" shall  
191 mean a card issued by a vendor of the State of New  
192 York to a recipient of Public Assistance administered  
193 by HRA to provide that individual with electronic  
194 access to such benefits.
- 195 jj. "Emergency Benefits" shall mean Immediate Needs  
196 Grants and Expedited SNAP.
- 197 kk. "BEV" shall mean the Eligibility Verification Review  
198 conducted by HRA to verify an individual's eligibility  
199 for Public Assistance.
- 200 ll. "Expedited SNAP" shall mean SNAP benefits issued as  
201 a result of the expedited processing of a SNAP  
202 application, pursuant to federal and state statutes and  
203 regulations and on the same terms available to other  
204 SNAP applicants in New York City.
- 205 mm. "Execution Date" shall mean the last date on which this  
206 Agreement is executed by all of Class Counsel and  
207 Defendants' Counsel.
- 208 nn. "Fairness Hearing" shall mean the hearing at or after  
209 which the Court will make a final decision whether to  
210 approve this Agreement and the proposed Settlement  
211 set forth therein as fair, reasonable and adequate.
- 212 oo. "Final Order and Judgment" shall mean the order in  
213 which the Court approves the proposed Settlement and  
214 the terms of this Agreement, and the judgment entered  
215 pursuant to that Order, which the parties shall seek  
216 substantially in the form attached as Exhibit B hereto  
217 and as further described in § VIII of this Agreement.
- 218 pp. [Removed]
- 219 qq. "General Population" shall mean all units in City Jails  
220 in which inmates are housed other than Segregated  
221 Mental Health Units.

**Exhibit A**

- 222 rr. "Hearing Order" shall mean the order in which the  
 223 Court authorizes and directs the provision of notice to  
 224 the Class concerning of the terms of this Agreement,  
 225 the proposed Settlement and Class Members' rights in  
 226 connection therewith, and in which the Court schedules  
 227 a date for the Fairness Hearing, substantially in the  
 228 form attached as Exhibit C hereto and as further  
 229 described in § VIII of this Agreement.
- 230 ss. "HHC" shall mean the City Health and Hospitals  
 231 Corporation.
- 232 tt. "HRA" shall mean the City Human Resources  
 233 Administration.
- 234 uu. [Removed]
- 235 vv. "I/A Shelters" shall mean DHS intake facilities and/or  
 236 assessment shelters.
- 237 ww. "ICM" or "Intensive Case Management" services shall  
 238 mean an intensive level of case management services  
 239 for individuals with Serious Mental Illnesses. ICM  
 240 workers, or people who provide ICM services directly  
 241 to clients, meet with clients at least once per week to  
 242 assist clients in gaining access to needed services,  
 243 including but not limited to public benefits; medication;  
 244 psychiatric, substance abuse and medical treatment;  
 245 housing; and rehabilitative, educational and vocational  
 246 services. Eligibility for ICM services is governed by  
 247 regulations of the New York State Office of Mental  
 248 Health.
- 249 xx. "IIS" shall mean the DOC Inmate Information System.
- 250 yy. "Immediate Needs Grant" shall mean a pre-  
 251 investigation emergency grant issued by HRA, pursuant  
 252 to New York Social Services Law § 133 and the  
 253 Regulations and Administrative Directives of the New  
 254 York State Office of Temporary and Disability  
 255 Assistance, prior to HRA's completion of a full  
 256 eligibility determination for cash assistance.
- 257 zz. "Implementation Date" shall mean the date, defined in  
 258 § III of this Agreement, by which Defendants shall have

- 259 in place all systems to provide Discharge Planning as  
260 contemplated by this Agreement.
- 261 aaa. "Jail Treatment Locations" shall mean all Segregated  
262 Mental Health Units and other areas in which inmates,  
263 including but not limited to inmates housed in General  
264 Population, receive mental health treatment.
- 265 bbb. "Job Center" shall mean any location at which HRA  
266 accepts or processes applications or assesses eligibility  
267 for Public Assistance and SNAP.
- 268 ccc. "LINK" shall mean Case Management Services  
269 contracted for by Defendants in which LINK workers  
270 meet with clients during their transition from a City Jail  
271 to the community to assist them in gaining access to  
272 needed services, including but not limited to Public  
273 Assistance; Medicaid; SNAP; medication; psychiatric,  
274 substance abuse and medical treatment; housing; and  
275 rehabilitative, educational and vocational services. For  
276 purposes of this Agreement the acronym "LINK" refers  
277 to such Case Management Services notwithstanding the  
278 program title used in connection with such services in  
279 the future.
- 280 ddd. "Medication Grant Program" or "MGP" shall mean a  
281 program administered by the State of New York that  
282 will provide all eligible individuals with a means to pay  
283 for medication and medication monitoring until  
284 determination of the individual's eligibility for  
285 Medicaid benefits, as further described in 1999 N.Y.  
286 Laws 408 § 15.
- 287 eee. [Removed]
- 288 fff. "Mental Health Program Shelter" shall mean a Program  
289 Shelter that is designed to house homeless individuals  
290 who have Mental Illness.
- 291 ggg. "Mental Health Records" shall mean any and all  
292 documents, in any form (including documents  
293 maintained only on electronic or other non-paper  
294 media), that contain information regarding a Class  
295 Member's mental health treatment history including,  
296 but not limited to, documents containing information  
297 regarding visits to physicians and Discharge Planning

- 298 Staff for mental health treatment, and documents  
 299 reflecting the prescription of medication to a Class  
 300 Member for the treatment of Mental Illness.
- 301 hhh. "Mental Illness" shall mean an affliction with a mental  
 302 disease or mental condition, which is manifested by a  
 303 disorder or disturbance in behavior, feeling, thinking, or  
 304 judgment to such an extent that the person afflicted  
 305 requires care, treatment and rehabilitation.
- 306 iii. "Mental Observation Units" or "MOUs" shall mean  
 307 segregated housing units within the City Jails in which  
 308 inmates are housed and receive mental health  
 309 evaluation, observation and/or treatment.
- 310 jjj. "RHU" or "Restrictive Housing Units" shall mean the  
 311 specialized units in City Jails operated by DOC for the  
 312 confinement of inmates who are being punished for  
 313 disciplinary infractions and who need mental health  
 314 supervision, observation or treatment or are being  
 315 assessed for such supervision, observation or treatment.
- 316 kkk. "Notice Materials" shall mean the Class Notice, the  
 317 Summary Notice (in English and Spanish) and the  
 318 Comment Sheet.
- 319 III. "Parties" shall mean Plaintiffs (in their individual and  
 320 representative capacities) and Defendants.
- 321 mmm. [Removed]
- 322 nnn. "Plaintiffs" shall mean Brad H., Robert K., Michael R.,  
 323 Susan T. and Kevin W., by and through Plaintiffs'  
 324 Counsel.
- 325 ooo. "Plaintiffs' Counsel" shall mean Debevoise &  
 326 Plimpton, New York Lawyers for the Public Interest,  
 327 Inc., and Douglas Lasdon, Raymond H. Brescia and  
 328 Heather Barr, currently of the Urban Justice Center.
- 329 ppp. "Program Shelter" shall mean a shelter in the DHS  
 330 Shelter System in which individuals with the need for  
 331 similar services are housed. Such shelters provide  
 332 mental health programs, substance abuse treatment  
 333 programs, and employment programs.

- 334 qqq. “Public Assistance” shall mean Temporary Assistance  
335 to Needy Families and/or Safety Net Assistance  
336 benefits that are issued by HRA to an eligible  
337 individual or family. Public Assistance shall not  
338 include either SNAP or Medicaid benefits.
- 339 rrr. “Release Date” shall mean the date on which an  
340 individual was, or is expected to be, released from  
341 incarceration in a City Jail.
- 342 sss. “Safety Net Assistance” or “SNA” shall mean benefits  
343 as defined in New York Social Services Law § 157 and  
344 the regulations and administrative directives of the New  
345 York State Office of Temporary and Disability  
346 Assistance.
- 347 sss.1. “SNAP” shall mean Supplemental Nutrition Assistance  
348 Program benefits available from HRA pursuant to the  
349 Food and Nutrition Act, 7 U.S.C. §§ 2011 *et seq.*, U.S.  
350 Department of Agriculture regulations at 7 C.F.R. Part  
351 271 *et seq.*, and New York State Office of Temporary  
352 and Disability Assistance regulations, including 18  
353 NYCRR Part 387.
- 354 ttt. [Removed]
- 355 uuu. “SCM” or “Supportive Case Management” services  
356 shall mean Case Management Services for persons with  
357 Serious Mental Illnesses. SCM workers, or people who  
358 provide SCM services directly to clients, meet with  
359 clients at least every two weeks to assist clients in  
360 gaining access to needed services, including but not  
361 limited to Public Assistance; Medicaid; SNAP;  
362 medication; psychiatric, substance abuse and medical  
363 treatment; housing; and rehabilitative, educational and  
364 vocational services.
- 365 vvv. “Segregated Mental Health Units” shall mean all  
366 housing units in the City Jails that use need for mental  
367 health care or assessment as a criterion for admission to  
368 the Unit, including MOUs, RHUs, and any housing area  
369 designed specifically for individuals with or suspected  
370 of having Serious Mental Illness.



**Exhibit A**

- 371 www. “Seriously Mentally Ill” or “SMI” shall mean meeting  
372 the criteria for Serious Mental Illness as outlined in  
373 Addendum A.
- 374 xxx. “Settlement” shall mean the settlement of this Action  
375 as described in this Settlement Agreement.
- 376 yyy. “Shelter System” shall mean the system of homeless  
377 shelters, including but not limited to I/A Shelters and  
378 Program Shelters, operated directly by DHS or by  
379 entities that contract with DHS.
- 380 zzz. “Significant Others” shall mean relatives, close friends,  
381 associates and/or individuals concerned with the  
382 welfare of an individual incarcerated in a City Jail.
- 383 aaaa. “Social Security Benefits” shall mean all benefits that  
384 may be obtained through application to the Social  
385 Security Administration of the U.S. Department of  
386 Agriculture.
- 387 bbbb. “SSD” or “Social Security Disability” shall mean  
388 disability insurance benefits paid to eligible individuals  
389 pursuant to the Social Security Act, 42 U.S.C. §§ 401,  
390 *et seq.*
- 391 cccc. “SSI” or “Supplemental Security Income” benefits shall  
392 mean benefits paid to eligible individuals pursuant to  
393 the Social Security Act, 42 U.S.C. §§ 1381 *et seq.*
- 394 dddd. “SPAN Offices” shall mean the offices described in §  
395 II.G of this Agreement. For purposes of this  
396 Agreement the acronym “SPAN” refers to the services  
397 and offices described in § II.G of this Agreement  
398 notwithstanding the program title used in connection  
399 with such services or offices in the future.
- 400 eeee. “SPAN Office Staff” shall mean all personnel  
401 employed at SPAN Offices.
- 402 ffff. “SPOA Agency” or “Single Point of Access Agency”  
403 shall mean the agency or agencies, but not DHS  
404 Shelters or I/A Shelters, that are or will be designated to  
405 administer the centralized intake and referral to  
406 Supportive Housing, ICM, SCM and/or ACT services  
407 in New York City.



- 408 gggg. "Summary Notice" shall mean a summary of the  
 409 information contained in the Class Notice, to be made  
 410 available in English and Spanish.
- 411 hhhh. "Supportive Housing" shall mean the full range of  
 412 different models of housing and residential treatment in  
 413 New York City that are designed to meet the needs of  
 414 individuals with Mental Illness who require both  
 415 housing and supportive services (including, but not  
 416 limited to, community residences, residential care  
 417 centers for adults, MICA community residences,  
 418 supported housing, and apartment treatment programs).
- 419 ii. "Temporary Assistance to Needy Families" or "TANF"  
 420 shall mean benefits as provided for in New York Social  
 421 Services Law Article 5, Title 10, and the Regulations  
 422 and Administrative Directives of the New York State  
 423 Office of Temporary and Disability Assistance.
- 424 jjj. "Veterans Administration Benefits" shall mean benefits  
 425 provided by the U.S. Department of Veterans' Affairs.
- 426 jjj.1. "WeCARE" shall mean the entity designated to assess  
 427 the ability of applicants for and recipients of Public  
 428 Assistance to participate in work activities as further  
 429 described in the New York Social Services Law § 336  
 430 and the New York State Department of Social Services  
 431 regulations.
- 432 kkkk. "WMS" or "Welfare Management System" shall mean  
 433 the computerized information system maintained by the  
 434 State of New York and employed by HRA to track the  
 435 application for and receipt of all benefits obtained by  
 436 individuals through application to HRA, and/or any  
 437 other information system designed by the State of New  
 438 York to replace or supplement such system.

- 439 2. Defined terms used in this Agreement but not defined above shall have  
 440 the meaning ascribed to them in this Agreement and the Exhibits annexed hereto.
- 441 3. The defined terms used herein are used solely for purposes of this  
 442 Agreement and are not intended and should not be construed to reflect the Parties'  
 443 understanding of these terms for any other purpose.

444 **II. SETTLEMENT RELIEF**

445 **A. General Provisions**

446 4. Defendants shall provide Discharge Planning in accordance with the  
447 terms of this Agreement.

448 5. Discharge Planning shall include (a) an individualized assessment of a  
449 person's need for (i) clinically appropriate forms of continuing mental health  
450 treatment and supportive services including but not limited to, where clinically  
451 appropriate, medication, substance abuse treatment, and case management services,  
452 (ii) public benefits, including but not limited to Medicaid, Public Assistance and  
453 SNAP, (iii) appropriate housing or appropriate shelter if housing cannot be located  
454 prior to the individual's release from incarceration in a City Jail, and (iv)  
455 transportation to appropriate housing or shelter; and (b) assisting each individual with  
456 obtaining the services and resources set forth in (a), in accordance with each  
457 individual's need for those services and resources and in accordance with the terms of  
458 this Settlement Agreement.

459 6. The Parties acknowledge that the extent of Discharge Planning to be  
460 provided to each individual may vary according to (a) the nature and severity of an  
461 individual's Mental Illness, (b) the needs of the individual, including the resources the  
462 individual has in place in the community and the individual's ability to function  
463 independently after release from incarceration, (c) the individual's length of  
464 incarceration, (d) whether the individual's Release Date is known or becomes known  
465 to Defendants, (e) the individual's availability during his or her incarceration, and (f)

466 the extent of the individual's cooperation with Discharge Planning efforts, including  
467 timely availing himself or herself of services provided at SPAN Offices.

468 7. The Parties acknowledge that the issue of whether and how to continue  
469 an individual's mental health care upon release from a City Jail to the community  
470 does not arise with respect to Class Members released from City Jails directly to the  
471 custody of any state, the United States, or another local custodial correctional facility.  
472 Defendants agree to continue their current practices with respect to such Class  
473 Members, including but not limited to transmitting relevant Mental Health Records to  
474 such facilities.

475 8. Any Class Member who chooses not to accept all Discharge Planning  
476 services to which he or she is entitled pursuant to this Agreement shall retain his or  
477 her right to any services that he or she does accept. Defendants shall advise all Class  
478 Members of their right to accept some but not all Discharge Planning services.

479 9. Except as otherwise provided herein, Defendants shall use their best  
480 efforts to perform all obligations required pursuant to this Agreement within the  
481 applicable time frames set forth in this Agreement.

482 **B. Contact with the Community**

483 10. Defendants shall create a mechanism to allow Significant Others and  
484 other members of the community who have clinical information or other information  
485 relevant to the mental health treatment of or Discharge Planning efforts for an  
486 individual incarcerated in a City Jail to relay that information to Discharge Planning  
487 Staff or mental health staff in City Jails. This mechanism shall, at a minimum,  
488 include a system that enables those wishing to communicate information regarding a

particular individual to Defendants to do so by telephone. When appropriate, a member of the Discharge Planning Staff shall return such telephone calls and shall involve in Discharge Planning efforts Significant Others who so contact Defendants if the individual consents and the Significant Other so desires.

11. Defendants shall create a mechanism to allow any individual who contacts the mental health staff or Discharge Planning Staff to leave an individual message for any member of the mental health staff or Discharge Planning Staff at any time. Defendants shall also ensure that each such message is promptly relayed to other mental health staff or Discharge Planning Staff as appropriate.

12. The mechanisms described in ¶¶ 10 - 11 above shall be in place and fully operational no later than the Implementation Date.

13. Defendants (a) shall publicize the mechanisms described in ¶¶ 10 - 11 above (including the telephone numbers established to permit the communications described in ¶¶ 10 - 11 above) as part of the community education efforts described in § VII below and (b) shall provide the telephone numbers established to permit the communications described in ¶¶ 10 - 11 above to (i) Class Counsel and (ii), upon request, to other individuals in the community. Defendants shall also promptly notify Class Counsel of any changes to such telephone numbers.

**C. Determination of Class Membership  
And Creation of a Discharge Plan**

14. Defendants shall assess each individual incarcerated in a City Jail for his or her need for medical treatment (the "Medical Assessment"), including but not limited to an assessment of whether the individual should be referred for a mental

512 health assessment. The Medical Assessment, as currently set forth in the New York  
513 City Board of Correction's Minimum Standards, shall occur within the first twenty-  
514 four hours of each inmate's incarceration. Defendants may conduct subsequent  
515 Medical Assessments, including an assessment of whether the individual should be  
516 referred for a mental health assessment, periodically during each inmate's  
517 incarceration.

518         15. Each individual referred for a mental health assessment as a result of a  
519 Medical Assessment shall be assessed by Defendants for his or her need for mental  
520 health treatment (the "Initial Assessment") within three days after the Medical  
521 Assessment.

522         16. For all individuals who are housed in any of the Segregated Mental  
523 Health Units, and who are assessed at their Initial Assessment as needing follow up  
524 by mental health staff for further assessment and/or treatment, a mental health  
525 clinician shall complete a Comprehensive Treatment Plan ("CTP") within seven days  
526 of the date on which the Initial Assessment occurs (the "Initial Assessment Date").

527         17. For all individuals who are housed in General Population, and who are  
528 assessed at their Initial Assessment as needing follow up by mental health staff for  
529 further assessment and/or treatment, a mental health clinician shall complete a CTP  
530 within fifteen days of the Initial Assessment Date.

531         18. Each individual for whom a CTP is to be completed in accordance  
532 with ¶¶ 16 - 17 above shall be designated a Class Member as of the date of  
533 completion of his or her CTP; provided, however, that any individual who is  
534 determined to be in need of psychotropic medication for treatment of a Mental Illness

535 prior to the completion of his or her CTP shall be designated a Class Member as of  
536 the date of such determination.

537 18.1. For each Class Member, a Discharge Plan shall be completed within  
538 seven business days of the completion of the CTP.

539 19. Any individual who is assessed at his or her Initial Assessment as  
540 needing follow up by mental health staff for further assessment and/or treatment but  
541 who is released from incarceration before he or she is designated a Class Member  
542 pursuant to ¶ 18 above (a) shall be deemed a Class Member as of his or her Release  
543 Date, (b) shall be entitled to utilize the SPAN Offices and receive any other services  
544 to which he or she is entitled as a Class Member, (c) shall receive a Discharge  
545 Summary (to the extent the information required by the Discharge Summary is  
546 available), and (d) shall receive all information describing the SPAN Offices and his  
547 or her rights as a Class Member, as provided in ¶ 21 and ¶ 37 below.

548 20. DOC shall note in its IIS that an individual has been designated or  
549 deemed a Class Member pursuant to ¶¶ 18 - 19 above within 24 hours of the time at  
550 which the individual is designated or deemed a Class Member.

551 21. Defendants shall distribute to each individual who is designated or  
552 deemed a Class Member written materials that contain information about Class  
553 Members' right to Discharge Planning services as provided in this Agreement. Such  
554 materials shall be distributed to each individual at the time he or she is designated or  
555 deemed a Class Member and, if the individual is released directly from a City Jail,  
556 upon his or her release from incarceration.

557           22.     Class Counsel and Defendants' Counsel shall together develop the  
558     form of written materials to be provided to individuals pursuant to the immediately  
559     preceding ¶ 21, and shall submit those written materials to the Court for its approval  
560     no later than 15 days prior to the Fairness Hearing.

561           23.     Defendants shall provide each Class Member with a Discharge  
562     Summary upon the Class Member's release from a City Jail or upon the Class  
563     Member's first visit to a SPAN Office.

564           **D.     Designation of a Class Member as**  
565           **Seriously Mentally Ill**

566           24.     At the time of the Initial Assessment, Defendants shall assess whether  
567     an individual assessed as needing further assessment and/or mental health treatment  
568     should be classified as Seriously Mentally Ill and shall immediately document each  
569     individual's SMI status in the individual's Mental Health Record. Evidence of  
570     significant functional impairment or clinical distress as a result of a DSM-5 diagnosis,  
571     if any, shall be documented irrespective of the SMI determination.

572           25.     [Removed]

573           26.     At the time an individual is determined to be a Class Member,  
574     Defendants shall assess whether the Class Member is Seriously Mentally Ill and shall  
575     immediately designate the Class Member as Seriously Mentally Ill in the Class  
576     Member's Mental Health Record and the Discharge Planning MIS if the assessment  
577     indicates that such designation is appropriate.

578           27.     Any Class Member or individual prescribed an anti-psychotic or mood  
579     stabilizing medication to treat a psychiatric condition during his or her incarceration

580 before his or her CTP shall be presumptively classified as SMI for purposes of this  
581 Agreement as of the date of such prescription and shall be entitled to the additional  
582 services provided in this Agreement for such Class Members. The Compliance  
583 Monitors shall compile a list of such medications and update the list as appropriate at  
584 least annually. If a mental health clinician determines, at any time, that any such  
585 Class Member or individual does not meet the criteria for Serious Mental Illness  
586 despite the prescription of such medication, then the Class Member or individual shall  
587 not be classified as SMI, and the reason for that determination shall be specifically  
588 documented in the Class Member's or individual's Mental Health Record.

589           28. After an individual is designated or deemed a Class Member,  
590 Defendants shall periodically reassess whether the Class Member is Seriously  
591 Mentally Ill during subsequent interactions between a mental health clinician and the  
592 Class Member, and Defendants shall immediately designate the Class Member as  
593 Seriously Mentally Ill in the Class Member's Mental Health Record and the  
594 Discharge Planning MIS if any reassessment indicates that such designation is  
595 appropriate. New evidence of significant functional impairment or clinical distress as  
596 a result of a DSM-5 diagnosis, if any, shall be documented irrespective of the SMI  
597 determination.

598           29. If at any point during a Class Member's incarceration, a mental health  
599 clinician determines that a Class Member is Seriously Mentally Ill, Defendants shall  
600 provide the Class Member with all services to which a Class Member determined to  
601 be SMI is entitled pursuant to this Settlement Agreement.



602           30.     An individual who is determined during the Initial Assessment to be  
603     Seriously Mentally Ill and who is released from incarceration before he or she is  
604     designated a Class Member, shall be entitled to transportation pursuant to the terms of  
605     § II.H.6 below and, following his or her release, to all the post-release Discharge  
606     Planning services available to a Class Member who is Seriously Mentally Ill under  
607     this Settlement Agreement.

608           31.     If a Class Member is designated as Seriously Mentally Ill and is  
609     subsequently re-designated as not Seriously Mentally Ill, a mental health clinician  
610     shall document in the Class Member's Mental Health Record the basis for such re-  
611     designation.

612           E.     **Release of Class Members from DOC Custody**

613           32.     Beginning on the Implementation Date, Defendants shall ensure that  
614     all Class Members released from incarceration are so released during daylight hours,  
615     and in any event no earlier than 8:00 a.m.; provided, however, that this provision shall  
616     not apply (a) to Class Members released from incarceration on bail or pursuant to  
617     other court orders requiring that they be released immediately, or (b) to Class  
618     Members released from DOC custody directly from a courthouse.

619           32.1    For those Class Members held solely pursuant to an alleged parole  
620     violation, Defendants shall use best efforts to release such Class Members from  
621     incarceration during daylight hours; provided, however, that where a non-DOC escort  
622     is required as a condition of release of any such Class Member, Defendants shall  
623     reasonably prioritize and make best efforts to release such Class Member from  
624     incarceration with sufficient time to be escorted to his or her assigned treatment

625 program or residence. Where a Class Member held solely pursuant to an alleged  
626 parole violation is not released from incarceration during daylight hours, or, if  
627 required, with sufficient time to be escorted to his or her assigned treatment program  
628 or residence, DOC shall document the circumstances resulting in the delay.

629 33. A Class Member who would otherwise have been released from DOC  
630 custody directly from a courthouse shall not be returned to a City Jail because of his  
631 or her status as a Class Member.

632 **F. Determination of Class Members' Release Dates**

633 34. For a period beginning on the Implementation Date and ending six  
634 months after that date, Defendants shall use reasonable efforts to ascertain the  
635 Release Date of each Class Member housed at the Rose M. Singer Center or the Anna  
636 M. Kross Center whose Release Date is unknown to Defendants. Such efforts shall  
637 include but not be limited to attempting to contact the Class Member's defense  
638 attorney, if appropriate, and consulting the IIS.

639 35. At the end of the six-month period described in ¶ 34 above, the  
640 Compliance Monitors, in consultation with the Parties, shall assess (a) whether the  
641 information obtained by Defendants through the efforts described in ¶ 34 above is  
642 generally beneficial in Discharge Planning and (b) if so, whether Defendants should  
643 be required to continue such efforts and expand such efforts to other City Jail  
644 facilities. The Compliance Monitors, in consultation with the Parties, shall also  
645 determine whether Defendants used reasonable efforts to ascertain Class Members'  
646 Release Dates. If the Compliance Monitors find that Defendants did not use  
647 reasonable efforts, the six-month trial period described in ¶ 34 above shall continue

648 for another six months. The Compliance Monitors' determination with respect to all  
649 issues described in this ¶ 35 shall be binding on the Parties.

650 **G. SPAN Offices**

651 36. Except as otherwise provided in this Agreement, all Class Members  
652 who are released from incarceration without a completed or fully implemented  
653 Discharge Plan shall be entitled to receive all of the Discharge Planning services set  
654 forth in § II of this Agreement from any of the SPAN Offices, which are to be located  
655 within one-half mile of the criminal courts in every borough except Staten Island,  
656 provided that the Class Member presents himself or herself at a SPAN Office within  
657 thirty days of his or her Release Date. However, if Defendants establish an office  
658 within one-half mile of the criminal court in a borough to assist Class Members in  
659 obtaining prescriptions pursuant to ¶ 53, the SPAN office serving that borough may  
660 be located up to five miles from the criminal court. The SPAN Offices shall be open  
661 from 10:00 a.m. to 6:00 p.m.

662 37. Defendants shall inform Class Members in writing of the location of  
663 all SPAN Offices and their hours of operation, the services provided at SPAN Offices  
664 and the restrictions on the availability of such services. Defendants shall provide a  
665 writing containing this information to each Class Member at the time the Class  
666 Member is first designated or deemed to be a Class Member and at the time of the  
667 Class Member's release from incarceration, if the Class Member is released from a  
668 City Jail. In addition, Defendants shall make this writing available to Class Members  
669 released from Court, at or prior to the time at which each such Class Member is  
670 released from DOC custody.

671           38.     Class Counsel and Defendants' Counsel shall together develop the  
672     form of writing to be provided to Class Members pursuant to the immediately  
673     preceding ¶ 37, and shall submit that writing to the Court for its approval no later than  
674     15 days prior to the Fairness Hearing.

675           39.     The Discharge Planning Staff and/or mental health staff in City Jails  
676     shall, in face-to-face meetings with Class Members and individuals for whom CTPs  
677     are being prepared, encourage all such Class Members and individuals to utilize the  
678     SPAN Offices. Such face-to-face meetings shall occur (a) periodically during the  
679     incarceration of each such Class Member and individual and (b) as close to the  
680     Release Date of each such Class Member and individual as is practicable. In  
681     addition, SPAN Office Staff shall periodically visit City Jails to conduct group  
682     meetings with up to eight Class Members and/or individuals for whom CTPs are  
683     being prepared and encourage them to utilize the SPAN Offices. Nothing in this ¶ 39  
684     shall limit SPAN Office Staff from conducting group meetings with more than eight  
685     Class Members if DOC approves such meetings.

686           40.     [Removed]

687           **H.     Elements of Discharge Planning**

688           41.     Defendants shall use their best efforts to complete each assessment and  
689     provide all Discharge Planning services described in this § II during each Class  
690     Member's incarceration in a City Jail. If such assessments and provision of  
691     Discharge Planning services are not completed during a Class Member's  
692     incarceration, SPAN Office Staff shall use their best efforts to complete each  
693     assessment and provide all services described in § II of this Agreement to each Class

694 Member, provided that the Class Member presents himself or herself at a SPAN  
695 Office within thirty days after his or her Release Date.

696 **1. Continuing Mental Health Treatment and Services**

697 42. As part of Discharge Planning, Defendants shall in consultation with  
698 mental health staff in City Jails and prior to each Class Member's Release Date, (a)  
699 assess each Class Member's need for clinically appropriate forms of continuing  
700 mental health treatment and services following his or her Release Date, including  
701 medication, case management services, substance abuse treatment, and psychiatric  
702 rehabilitation services, following his or her Release Date and (b) provide to each  
703 Class Member appropriate appointments or referrals to receive such treatment and  
704 services.

705 a. ***Identification of Clinically***  
706 ***Appropriate Mental Health Care Programs***

707 43. Discharge Planning Staff or SPAN Office Staff, as applicable, shall  
708 identify a clinically appropriate mental health care program or programs for each  
709 Class Member who is determined to need continuing mental health treatment or  
710 services following his or her Release Date.

711 44. In determining whether a mental health care program is appropriate for  
712 any particular Class Member, Discharge Planning Staff or SPAN Office Staff, as  
713 applicable, shall take into consideration (a) the Class Member's preferences; (b) the  
714 geographic location of the Class Member's expected permanent or temporary  
715 housing, if known, or, if such location is unknown, the Class Member's pre-  
716 incarceration address (unless the Class Member requests otherwise); (c) the Class

717 Member's mental health treatment needs; (d) the Class Member's need for integrated  
718 treatment for mental illness and drug or alcohol dependence; (e) the Class Member's  
719 prior treatment history in the community provided to Defendants by the Class  
720 Member or other sources; and (f) the mental health care program's capacity and  
721 willingness to accept the Class Member.

722                                   b.     *Appointments or Referrals for*  
723   *Incarcerated Class Members*

724             45.     For each Class Member whose Release Date is known or becomes  
725 known to Discharge Planning Staff at least one business day in advance of the Class  
726 Member's release from incarceration, the Discharge Planning Staff shall (a) make an  
727 appointment for the Class Member with the mental health care program or programs  
728 identified in accordance with the criteria set forth in ¶ 44 above on the first date  
729 available following the Class Member's Release Date, (b) orally advise the Class  
730 Member of the time, date and place of the appointment, and (c) provide the Class  
731 Member with an appointment card or other writing that includes the time, date and  
732 place of the appointment.

733             46.     For each Class Member whose Release Date is not known or does not  
734 become known to Discharge Planning Staff at least one business day in advance of  
735 the Class Member's release from incarceration, the Discharge Planning Staff shall (a)  
736 refer the Class Member to the mental health care program or programs identified in  
737 accordance with the criteria set forth in ¶ 44 above by (i) forwarding referral  
738 information for the Class Member to such program or programs and (ii) obtaining to  
739 the extent possible an agreement from such program or programs to accept the Class

740 Member; and (b) advise the Class Member, prior to the Class Member's Release  
741 Date, both orally and in writing, of the identity and location of such mental health  
742 care program or programs and the steps required of the Class Member to obtain  
743 services from such program or programs. If the Class Member's Release Date later  
744 becomes known to Discharge Planning Staff, the Discharge Planning Staff shall make  
745 an appointment for the Class Member in accordance with ¶ 45 above.

746 c. *Appointments for Released Class Members*

747 47. Except as provided in ¶ 54 below, for each Class Member who  
748 presents himself or herself at a SPAN Office within thirty days of his or her Release  
749 Date, the SPAN Office Staff shall, during the Class Member's first visit to a SPAN  
750 Office, (a) make an appointment or appointments for the Class Member on the next  
751 available date with the mental health care program or programs identified in  
752 accordance with the criteria set forth in ¶ 44 above, (b) orally advise the Class  
753 Member of the time, date and place of the appointment or appointments, and (c)  
754 provide the Class Member with an appointment card or other writing that includes the  
755 time, date and place of the appointment or appointments.

756 48. SPAN Office Staff shall continue to attempt to place a Class Member  
757 in a mental health treatment program or programs identified in accordance with the  
758 criteria set forth in ¶ 44 above for up to thirty days after the Class Member presents  
759 himself or herself to a SPAN Office, provided the Class Member initially presents  
760 himself or herself to a SPAN Office within thirty days of his or her Release Date.

761 d. *Follow-up for Seriously Mentally Ill Class Members*

762 49. Defendants shall contact the community mental health care program or  
763 programs to which each Class Member designated as Seriously Mentally Ill was  
764 referred or with which each such Class Member had an appointment to determine  
765 whether the Class Member appeared at the program or programs. Defendants shall  
766 perform such follow-up within three days of the scheduled appointment or the Class  
767 Member's Release Date, as applicable; provided, however, that if the Class Member  
768 has been accepted as a client of a LINK program, the LINK program shall perform  
769 such follow up within five days. If Defendants determine that the Class Member did  
770 not appear, Defendants shall use their best efforts for up to 30 days following the  
771 Class Member's Release Date to contact the Class Member and schedule another  
772 appointment.

773 2. **Access to Medication and Prescriptions**

774 50. As part of Discharge Planning, Defendants shall, in consultation with  
775 mental health staff in the City Jails and prior to each Class Member's Release Date,  
776 (a) assess each Class Member's need for continued psychotropic medication for  
777 treatment of a Mental Illness ("psychotropic medication") following his or her  
778 Release Date and (b) provide each Class Member assessed as needing continued  
779 psychotropic medication following his or her Release Date with a supply of  
780 medication(s) and/or prescription(s) as provided in this § II.H.2.

781 51. Unless and until Defendants record the following information in an  
782 electronic database accessible to the Compliance Monitors, Defendants shall record in  
783 each Class Member's Mental Health Record (a) the date on which the medication(s)



784 and/or prescription(s) provided pursuant to the following ¶ 52 and ¶ 54 were provided  
785 to the Class Member; (b) the types of medication(s) and quantities thereof provided to  
786 the Class Member; and (c) the types of medication(s) and quantities thereof covered  
787 by prescription(s) provided to the Class Member.

788 a. ***Class Members Released Directly From City Jails***

789 52. Where clinically appropriate and except as provided in ¶ 56 below,  
790 Defendants shall provide to each Class Member who is released from a City Jail and  
791 is in need of continuing psychiatric medication (a) a 7-day supply of all psychotropic  
792 medications that he or she had been receiving immediately prior to his or her Release  
793 Date, and (b) a 14-day electronic prescription (“e-prescription”) for all such  
794 medications, with one refill. Such supply of medication(s) shall be provided at the  
795 time the Class Member leaves the City Jail facility from which he or she is being  
796 released. Such e-prescription(s) shall be transmitted to a pharmacy by Defendants  
797 after consultation with the Class Member and/or the Class Member’s treatment  
798 program, and the Class Member shall be provided, in writing, the name and location  
799 of the pharmacy to which the e-prescription has been transmitted, instructions for  
800 filling the e-prescription, as well as instructions to visit SPAN if further assistance is  
801 needed. If Defendants do not provide a Class Member with the medication(s) and/or  
802 transmit e-prescription(s) as described herein, or if Defendants provide a Class  
803 Member with medication(s) and/or transmit e-prescription(s) for periods shorter than  
804 the time periods set forth in this ¶ 52, Defendants shall document the clinical reason  
805 for denying that Class Member such medication(s) and/or e-prescription(s), or for  
806 limiting the supply thereof.

807           53.     For each Class Member who has been released from a City Jail and  
808     who presents himself or herself to a SPAN Office within thirty days of his or her  
809     Release Date and indicating any difficulty filling the prescription provided pursuant  
810     to ¶ 52 above, SPAN Office Staff shall, if the Class Member so desires, contact CHS,  
811     which shall transmit an e-prescription to a pharmacy selected by the Class Member or  
812     located reasonably near to the SPAN Office or the Class Member's post-incarceration  
813     address, so that the Class Member may fill the prescription provided pursuant to ¶ 52  
814     above.

815                               b.     *Class Members Released Directly From Court*

816           54.     For each Class Member who is released from DOC custody directly  
817     from a courthouse and who presents himself or herself at a SPAN Office within  
818     fourteen (14) days of his or her Release Date, SPAN Office Staff shall take the  
819     following steps to ensure that the Class Member has access to a supply of continuing  
820     psychotropic medications, if clinically appropriate:

821                   (i)     On the date on which the Class Member presents himself or  
822                               herself at the SPAN Office, the SPAN Office Staff shall make  
823                               an appointment for the Class Member with a community clinic  
824                               or mental health treatment center that will, among other things,  
825                               conduct a psychiatric evaluation of the Class Member, assess  
826                               the Class Member's need for continuing psychotropic  
827                               medication, and prescribe such medication if clinically  
828                               appropriate. Such appointment shall be scheduled to occur  
829                               within seven days of the date on which the Class Member  
830                               presents himself or herself at the SPAN Office, and the  
831                               community clinic or mental health treatment center with which  
832                               the appointment is made shall be located in the same borough  
833                               as the SPAN Office, unless the Class Member requests another  
834                               borough. Prior to the date of that appointment, the SPAN  
835                               Office Staff shall obtain relevant clinical information  
836                               concerning the Class Member from CHS and transmit that  
837                               information to the clinic or mental health treatment center.

838 (ii) On the date on which the Class Member presents himself or  
839 herself at the SPAN Office, the SPAN Office Staff shall also  
840 contact CHS, which shall, unless not clinically appropriate,  
841 transmit an e-prescription to a pharmacy selected by the Class  
842 Member or located reasonably near to the SPAN Office for a  
843 clinically appropriate supply of all psychotropic medications  
844 the Class Member had been receiving immediately prior to his  
845 or her Release Date. The prescription provided pursuant to this  
846 subparagraph 54 (ii) shall be sufficient to provide the Class  
847 Member with a supply of psychotropic medications that will  
848 last until the date of the scheduled appointment made pursuant  
849 to subparagraph 54 (i) occurs or for 14 days, whichever date is  
850 sooner. If CHS determines that providing the prescription  
851 contemplated by this subparagraph 54 (ii) would not be  
852 clinically appropriate, CHS shall document in detail the  
853 reasons for such determination.

854 (iii) Defendants shall ensure that every Class Member on whose  
855 behalf a prescription is provided pursuant to subparagraph 54  
856 (ii) has the means to pay for the medication to be dispensed  
857 under that prescription on the same day the Class Member  
858 presents himself or herself at the SPAN Office.

859 55. For each Class Member who is released from DOC custody directly  
860 from a courthouse and who presents himself or herself at a SPAN Office after his or  
861 her Release Date, SPAN Office Staff shall (a) refer the Class Member to a  
862 community clinic or mental health treatment center that (i) is in the same borough as  
863 the SPAN Office, unless the Class Member requests another borough, and (ii) agrees  
864 to see the Class Member promptly to assess his or her need for a prescription for  
865 psychotropic medications; and (b) facilitate the transmission of all relevant clinical  
866 information regarding the Class Member from Defendants to such community clinic  
867 or mental health treatment center. SPAN Office Staff shall also, where practicable,  
868 escort each such Class Member to the community clinic or mental health treatment

869 center or arrange transportation, which may be provided by the healthcare provider,  
870 from the SPAN Office to the community clinic or mental health treatment center.

871 c. ***Class Members Accepted Into***  
872 ***Residential Treatment Programs***

873 56. For a Class Member who is accepted into a residential treatment  
874 program prior to his or her Release Date, Defendants will provide to the program, on  
875 the Class Member's Release Date, the supply of medication(s) that such treatment  
876 program requires the Class Member to have at the time of intake to the treatment  
877 program and an active MGP card, as described in § II.H.3.d below. Such provision of  
878 medication to the residential treatment program shall be instead of, and not in  
879 addition to, the medication provided to Class Members released directly from City  
880 Jails pursuant to ¶ 52 above.

881 3. **Access to Medicaid and**  
882 **Medication Grant Program Benefits**

883 57. As part of Discharge Planning, Defendants shall use their best efforts  
884 to ensure that each Class Member who is eligible for Medicaid benefits shall have  
885 either (a) unsuspended Medicaid benefits within four (4) business days of his or her  
886 Release Date, or (b) activated Medicaid benefits within seven (7) business days of his  
887 or her Release Date as set forth in paragraph 64.1 below. For each Class Member  
888 who is in need of and appears potentially eligible for Medicaid benefits, Defendants  
889 shall use their best efforts to ensure that each such Class Member has a submitted and  
890 pending Medicaid application, and access to Medication Grant Program benefits on  
891 his or her Release Date, as set forth respectively in ¶¶ 63-65 and ¶¶ 69-74.

892           57.1. Without limiting the generality of ¶ 57 above, the Parties acknowledge  
893   that Defendants' responsibility for the administration of the Medicaid program is  
894   subject to the laws, regulations and rules governing the Medicaid program, including,  
895   but not limited to, NY Social Services Law § 365-n[1], which governs the transfer of  
896   administration of the Medicaid program from the New York City Human Resources  
897   Administration to the New York State Department of Health.

898           58.   [Removed]

899           59.   The process of determining each Class Member's eligibility for  
900   Medicaid (the "Pre-Screening Process") shall be completed for each Class Member  
901   who is incarcerated on the date on which his or her CTP is completed.

902           60.   For each Class Member who is released from DOC custody prior to  
903   completion of the CTP and who appears at a SPAN Office within 30 days after his or  
904   her Release Date, SPAN Office Staff shall initiate and complete the Pre-Screening  
905   Process during the Class Member's initial visit to a SPAN Office.

906           60.1. In the case of Class Members with Medicaid coverage that has been  
907   suspended during incarceration in a City Jail pursuant to Social Services Law  
908   § 366[1-a], Defendants shall take reasonable steps within their control to ensure that  
909   each such Class Member's Medicaid coverage is unsuspended within four (4)  
910   business days of discharge from a City Jail.

911           61.   [Removed]

912           62.   [Removed]

913           63.   In the case of Class Members without Medicaid coverage (i.e., no  
914   Medicaid coverage that is either active or suspended during incarceration pursuant to

915 Social Services Law § 366[1-a]), Discharge Planning Staff or SPAN Office Staff, as  
916 applicable, shall assist each Class Member who is assessed as potentially eligible for  
917 Medicaid benefits in securing necessary documentation for and in completing and  
918 submitting an application for Medicaid to HRA for processing in accordance with  
919 HRA regulations.

920           64. For each incarcerated Class Member described in ¶ 63 above,  
921 Discharge Planning Staff shall (a) complete a Medicaid application within six  
922 business days of the completion of the CTP and (b) submit such application to HRA  
923 within two business days of the completion of such application.

924           64.1. Defendants shall take reasonable steps within their control to ensure  
925 that each Class Member whose Medicaid application is submitted during his or her  
926 incarceration in a City Jail and who is found eligible for Medicaid shall receive  
927 Medicaid within seven business days of discharge from a City Jail.

928           65. For each Class Member described in ¶ 63 above who is released from  
929 DOC custody before a Medicaid application has been completed and submitted to  
930 HRA on his or her behalf, SPAN Office Staff shall assist in securing necessary  
931 documentation for, and shall complete and submit a Medicaid application to HRA  
932 during the Class Member's initial visit to a SPAN Office.

933           66. [Removed]

934           67. [Removed]

935           68. [Removed]

936           69. Discharge Planning Staff or SPAN Office Staff, as applicable, shall  
937 enroll in the Medication Grant Program each Class Member who appears eligible for

938 Medicaid, and has a pending new Medicaid application, and whose Medicaid benefits  
939 are not active as of the Class Member's Release Date. Defendants shall provide to  
940 each Class Member enrolled in the Medication Grant Program an active MGP card at  
941 the time of his or her enrollment. If the MGP card cannot be activated at the time of  
942 enrollment because of the unavailability of the New York State vendor that  
943 administers MGP, Defendants (a) shall provide an MGP card to the Class Member on  
944 the day he or she is enrolled in MGP, (b) shall cause the MGP card to be activated on  
945 the next business day with no further action required on the part of the Class Member,  
946 and (c) shall ensure that the Class Member has a means to pay for any psychotropic  
947 medications that the Class Member requires prior to and until the activation of the  
948 MGP card.

949         69.1 Defendants shall use best efforts to secure necessary approvals from  
950 the New York State Department of Health to enroll in the Medication Grant Program  
951 those Class Members whose existing Medicaid benefits are being unsuspended  
952 pursuant to Social Services Law § 336[1-a] and shall confer with the Compliance  
953 Monitors at least every six months regarding their efforts to implement such a system.

954         70. For each Class Member described in ¶ 69 above who is released from  
955 incarceration from a City Jail, or from court with prior notice, and for whom the Pre-  
956 Screening Process was completed more than three business days prior to his or her  
957 Release Date, Discharge Planning Staff (a) shall enroll the Class Member in the  
958 Medication Grant Program on or before his or her Release Date; (b) shall provide an  
959 MGP card to the Class Member on or before his or her Release Date; and (c) shall



960 complete and submit a Medicaid application on behalf of the Class Member in  
961 accordance with ¶¶ 63-65 above.

962           71. For each Class Member described in ¶ 69 above who is released from  
963 incarceration from a City Jail before the Pre-Screening Process has been completed,  
964 less than three business days after completion of his or her Pre-Screening Process, or  
965 directly from court without prior notice, SPAN Office Staff (a) shall enroll the Class  
966 Member in the Medication Grant Program during his or her initial visit to a SPAN  
967 Office; (b) shall provide an MGP card to the Class Member during his or her initial  
968 visit to a SPAN Office; and (c) shall complete a Medicaid application on behalf of the  
969 Class Member in accordance with ¶¶ 63-65 above during his or her initial visit to a  
970 SPAN Office, and cause that Medicaid application to be submitted to HRA on behalf  
971 of the Class Member within two business days.

972           72. Upon a Class Member's enrollment in the Medication Grant Program,  
973 Discharge Planning Staff or SPAN Office Staff, as applicable, shall provide the Class  
974 Member with literature, to be approved by Class Counsel, explaining how to use the  
975 MGP card and providing (a) a list of the five largest pharmacy chains in the New  
976 York City area that will accept MGP cards and (b) the addresses of each outlet of  
977 such chains located in the borough in which the SPAN Office is located.

978           73. Plaintiffs acknowledge (a) that a Class Member's eligibility for the  
979 Medication Grant Program is dependent on the Class Member submitting a Medicaid  
980 application prior to or within seven days of his or her Release Date, and (b) that such  
981 eligibility remains in effect until such time as HRA activates the Class Member's  
982 Medicaid benefits.



983           74.     The Parties acknowledge that the Medication Grant Program is  
984     administered by the State of New York and is subject to repeal or modification. In  
985     the event the State of New York repeals or modifies the Medication Grant Program  
986     during the period this Agreement is in effect, Defendants will implement a system to  
987     provide Class Members with equivalent benefits that are consistent with the terms of  
988     this Agreement. The Parties agree to work in good faith to design and implement  
989     such a system if necessary.

990                   **4.     Public Assistance and SNAP Benefits**

991           75.     As part of Discharge Planning, Defendants, prior to each Class  
992     Member's Release Date, (a) shall assess the ability of each Class Member determined  
993     to be Seriously Mentally Ill to pay for essentials such as food, clothing and housing  
994     following his or her release from incarceration and (b) shall use their best efforts to  
995     secure necessary documentation for and complete and submit relevant application(s)  
996     for Public Assistance and SNAP benefits on behalf of each such Class Member so  
997     that such benefits will be available on the Class Member's first visit to an HRA Job  
998     Center after his or her Release Date.

999           76.     The obligations set forth in this § II.H.4 shall apply only to Class  
1000     Members determined or deemed to be Seriously Mentally Ill, and use of the term  
1001     "Class Members" in this § II.H.4 shall refer only to Class Members determined or  
1002     deemed to be Seriously Mentally Ill.

1003           77.     Appropriate employees of Job Centers operated by HRA shall receive  
1004     training regarding the public benefits needs of the Class and an explanation of HRA's  
1005     obligations to Class Members pursuant to this Settlement Agreement.

1006           78.     Defendants shall assist each Class Member who appears potentially  
1007     eligible for Public Assistance or SNAP to secure necessary documentation for a  
1008     Public Assistance and SNAP application and (a) shall assist the Class Member such  
1009     that the Public Assistance and SNAP application shall be completed within three  
1010     business days of the completion of each such Class Member's CTP and (b) shall  
1011     submit to HRA such application within two business days of its completion. A Public  
1012     Assistance and SNAP application to be submitted on behalf of a Class Member shall  
1013     include a written request to be completed by the Class Member that his or her  
1014     application be pended as described in ¶¶ 79 - 80 below. HRA shall register such  
1015     application on the same day it receives the application.

1016           79.     If a Class Member remains incarcerated 45 days after HRA has  
1017     registered his or her Public Assistance and SNAP application, HRA shall defer any  
1018     determination with respect to such application for an additional 45 days or until the  
1019     Class Member appears at a Job Center, whichever date is earlier (the "Pending  
1020     Period").

1021           80.     If, at the end of the Pending Period, the Class Member remains  
1022     incarcerated in a City Jail, Defendants shall assist the Class Member in promptly  
1023     completing and submitting another Public Assistance and SNAP application.  
1024     Defendants shall begin another Pending Period and shall continue this process until  
1025     the Class Member is no longer incarcerated in a City Jail.

1026           81.     If a Class Member is released (a) after his or her application for Public  
1027     Assistance and SNAP was registered by HRA and (b) before the conclusion of the  
1028     Pending Period, the Class Member shall be required to make one visit each to a Job

1029 Center and the New York State vendor who supplies EBT cards to activate his or her  
1030 Public Assistance or SNAP benefits. The visits described in this ¶ 81 shall be the  
1031 only visits required to activate a Class Member's Public Assistance and/or SNAP  
1032 benefits after his or her Release Date, and, if the Class Member is determined to be  
1033 eligible for Public Assistance and/or SNAP benefits, such benefits shall be  
1034 immediately available upon completion of the visits described in this ¶ 81; provided,  
1035 however, that if additional documentation is necessary to complete the Class  
1036 Member's Public Assistance and SNAP application, additional visits to a Job Center  
1037 may be required.

1038       81.1 If a Class Member appears at a Job Center within 30 days of his or her  
1039 Release Date and is found eligible for SNAP benefits, the Class Member will receive  
1040 SNAP benefits retroactive to his or her Release Date. If the Class Member appears at  
1041 a Job Center more than 30 days after his or her Release Date, the Class Member shall  
1042 receive assistance in submitting a Public Assistance and SNAP application, if one has  
1043 not already been submitted, and if found eligible for SNAP benefits, the Class  
1044 Member will receive those benefits from the date the Class Member submitted an  
1045 application.

1046       82. If an application for Public Assistance and SNAP has not been  
1047 submitted on behalf of a Class Member before his or her Release Date, HRA Staff,  
1048 upon the Class Member's first visit to a Job Center following his or her Release Date,  
1049 or SPAN Office Staff, upon the Class Member's first visit to a SPAN Office  
1050 following his or her Release Date, shall assist each such Class Member to secure  
1051 necessary documentation for a Public Assistance and SNAP application and shall

1052 complete and arrange to have submitted to HRA a Public Assistance and SNAP  
1053 application for the Class Member.

1054           83. For each Class Member who applies for Public Assistance and SNAP  
1055 prior to or within 30 days after his or her Release Date, HRA (a) shall delay any  
1056 requirement to participate in a BEV interview for six months and (b) shall refer the  
1057 Class Member to WeCARE to undergo an evaluation. Defendants shall ensure that  
1058 the entire mental health evaluation at WeCARE, including evaluation by a  
1059 psychiatrist sufficient to determine the impact of the Class Member's psychiatric  
1060 condition on his or her ability to participate in work activities as further described in  
1061 the New York Social Services Law § 336 and New York State Department of Social  
1062 Services regulations ("work activities"), occurs on the Class Member's first visit to  
1063 WeCARE. Class Members exempted from or limited in their participation in work  
1064 activities as a result of this evaluation shall not be required to attend any additional  
1065 appointments at WeCARE during the time that such exemption or limitation is in  
1066 effect, except that such Class Members shall be required to comply with non-work  
1067 related appointments at WeCARE. Class Members found at this examination to be  
1068 partially or completely able to participate in work activities but who also wish to be  
1069 evaluated for medical conditions or physical disabilities that potentially limit their  
1070 ability to participate in work activities may be required to return to WeCARE for  
1071 assessment of such medical conditions or disabilities.

1072           84. Defendants' obligations related to SNAP benefits pursuant to this  
1073 stipulation are subject to a waiver obtained by the New York State Office of  
1074 Temporary and Disability Assistance (OTDA) from the U.S. Department of

1075 Agriculture that allows Discharge Planners to apply for SNAP benefits for Class  
1076 Members while incarcerated. Prior to the expiration of the waiver, Defendants shall  
1077 use best efforts to have the waiver renewed, which requires further approvals from  
1078 Federal and State officials. Should the waiver expire, Defendants shall use best  
1079 efforts to have the waiver reinstated, which similarly requires further approvals from  
1080 Federal and State officials. Defendants shall confer with the Compliance Monitors at  
1081 least every six months regarding their efforts to implement or reinstate the waiver.

1082 85. HRA staff, upon the Class Member's first visit to a Job Center  
1083 following his or her Release Date, shall (a) assess the Class Member's need and  
1084 eligibility for Emergency Benefits; (b) provide whatever Emergency Benefits the  
1085 Class Member needs and is entitled to; and (c) if Emergency Benefits are not  
1086 provided, document the reasons for the denial of Emergency Benefits.

1087 86. [Removed]

1088 87. Defendants shall assess Class Members' eligibility for SSI, SSD, other  
1089 Social Security Benefits and Veterans Administration Benefits, and shall assist Class  
1090 Members in obtaining such benefits.

1091 **5. Housing**

1092 88. As part of Discharge Planning, Defendants, prior to each Class  
1093 Member's Release Date, shall assess each Class Member's need for appropriate  
1094 housing following his or her release from incarceration and shall use their best efforts  
1095 to ensure that each Class Member is placed in appropriate housing arrangements  
1096 following his or her release from incarceration.

1097 a. *Placement in Supportive Housing*

1098 89. If Defendants determine that a Class Member will be in need of  
1099 Supportive Housing following his or her release from incarceration, Discharge  
1100 Planning Staff or SPAN Office Staff, as appropriate, shall complete an HRA 2010e  
1101 Application on behalf of the Class Member and, upon approval of the HRA 2010e  
1102 Application, shall cause the approved application and all other necessary documents  
1103 to be submitted to appropriate housing providers and/or the SPOA Agency.  
1104 Discharge Planning Staff or SPAN Office Staff, as appropriate, shall use best efforts  
1105 to complete and submit the HRA 2010e Application and ensure that best efforts are  
1106 used in attempting to obtain an appropriate housing placement for the Class Member  
1107 prior to the Class Member's Release Date.

1108 90. If a Class Member is determined to be in need of Supportive Housing  
1109 but is released from incarceration in a City Jail before (a) the completion of his or her  
1110 HRA 2010e Application; (b) HRA's approval of the Class Member's HRA 2010e  
1111 Application; (c) the submission of the Class Member's approved HRA 2010e  
1112 Application to housing providers and/or the SPOA Agency; or (d) acceptance of the  
1113 Class Member by an appropriate housing provider, Discharge Planning Staff shall  
1114 ensure that the individual who has primary responsibility for ongoing coordination of  
1115 the Class Member's care following his or her Release Date receives all materials  
1116 created or collected on behalf of the Class Member during his or her incarceration  
1117 that can assist in the completion and submission of the HRA 2010e Application  
1118 and/or that are necessary to secure appropriate housing for the Class Member.

1119           91.     For purposes of the immediately preceding ¶ 90, the individual who  
1120     has “primary responsibility for ongoing coordination of the Class Member’s care” is,  
1121     depending on the Class Member’s circumstances, (a) a staff member at the  
1122     community-based mental health care program to which the Class Member has been  
1123     referred, (b) the Class Member’s ICM, SCM, ACT or LINK worker, (c) SPAN Office  
1124     Staff, provided the Class Member presents himself or herself to a DHS shelter or  
1125     SPAN Office within thirty days after being released from incarceration at a City Jail,  
1126     and/or (d) appropriate staff at a Program Shelter where the Class Member resides  
1127     while awaiting a housing placement. Defendants shall use best efforts to promptly  
1128     determine the identity of this individual and record the name of this individual in the  
1129     Class Member’s Mental Health Record. In the event that it is not feasible, despite  
1130     Defendants’ best efforts, to identify any such individual, Defendants shall record in  
1131     the Class Member’s Mental Health Record the name of the entity (identified from  
1132     among the entities listed in this ¶ 91 of this Agreement) having “primary  
1133     responsibility for ongoing coordination of the Class Member’s care.”

1134           92.     For a Class Member whose HRA 2010e Application has been  
1135     submitted to a housing provider and/or to the SPOA Agency but who has not obtained  
1136     a placement in a Supportive Housing program by his or her Release Date, Defendants  
1137     shall promptly provide to housing providers and/or to the SPOA Agency any  
1138     information in Defendants’ possession requested to assist in the placement of the  
1139     Class Member in appropriate housing.

1140                                   b.       *Placement in DHS Shelters*

1141               93.     Plaintiffs acknowledge that homeless Class Members may be referred  
1142     to the Shelter System administered by DHS for their temporary emergency shelter  
1143     needs in situations where it has not been possible, despite Defendants' best efforts, to  
1144     obtain a placement in Supportive Housing prior to the Class Member's Release Date.

1145               94.     In determining where to place a Class Member requiring shelter, upon  
1146     Class Member consent to be requested by Discharge Planning Staff in completing the  
1147     Class Member's Discharge Plan, DHS shall receive from Discharge Planning Staff  
1148     and utilize all relevant and available information concerning the Class Member  
1149     obtained during the Class Member's incarceration. Such information shall be utilized  
1150     in an effort to shorten or, wherever possible, eliminate the period of DHS Assessment  
1151     generally required of individuals seeking placement in a DHS Shelter.

1152               95.     Discharge Planning Staff shall use their best efforts to provide DHS  
1153     with the information described in ¶ 94 above prior to the Class Member's Release  
1154     Date. In circumstances where a Class Member who needs shelter is released from  
1155     incarceration prior to this information being conveyed to DHS, Discharge Planning  
1156     Staff or SPAN Office Staff, as applicable, shall provide such information to DHS  
1157     promptly upon learning of the Class Member's release. In addition, DHS staff shall  
1158     use their best efforts to identify Class Members who appear at a DHS Shelter and  
1159     contact Discharge Planning Staff to obtain information regarding those Class  
1160     Members, if DHS does not already have the information described in ¶ 94 above for  
1161     the particular Class Members in question.



1162           96.     DHS shall use best efforts to place a sentenced Class Member directly  
1163     in a designated Program Shelter or Mental Health Program Shelter on his or her  
1164     Release Date, provided that (a) DHS has determined that further assessment is not  
1165     necessary after review of the information obtained by Defendants during the Class  
1166     Member's incarceration, (b) a bed at such a shelter is available on the Class  
1167     Member's Release Date, and (c) the Class Member arrives at the DHS Shelter on his  
1168     or her Release Date prior to the facility's curfew hour, presently 10:00 p.m.  
1169     Designated DHS staff shall monitor placement of Class Members not placed directly  
1170     into a Program Shelter or Mental Health Program Shelter and will use best efforts to  
1171     facilitate the placement of such Class Members in such shelters. Class Members who  
1172     are determined to be Seriously Mentally Ill shall be presumptively eligible for  
1173     placement in a Program Shelter or Mental Health Program Shelter.

1174           97.     Plaintiffs understand that any Class Member who had not previously  
1175     been enrolled in the DHS Shelter System will be required to first appear at a DHS I/A  
1176     Shelter for adults prior to being placed directly in a designated Program Shelter or  
1177     Mental Health Program Shelter in accordance with this § II.H.5.b. For Class  
1178     Members who are determined to be Seriously Mentally Ill and who have not  
1179     previously been enrolled in the DHS Shelter System, Defendants shall provide  
1180     transportation to an I/A Shelter and then to a Program Shelter in accordance with §  
1181     II.H.6 below.

1182           98.     The obligations set forth in this § II.H.5.b shall not apply to any Class  
1183     Member who seeks shelter from DHS more than thirty days after his or her Release  
1184     Date.

1185            99.     Nothing herein is intended to limit a Class Member's rights pursuant  
1186 to the consent judgment in *Callahan v. Carey*, Index No. 42582/79 (Sup. Ct. N.Y. Co.  
1187 Aug. 26, 1981) (Wallach, J.), or to limit a Class Member's entitlement to any Public  
1188 Benefits and/or Emergency Benefits for which he or she may qualify under Social  
1189 Services Law § 133 and the regulations and administrative directives of the New  
1190 York Office of Temporary Disability Assistance.

1191                            c.        ***Follow-up for Seriously Mentally Ill Class Members***

1192            100.    Defendants shall use best efforts to contact each Class Member who  
1193 has been determined to be SMI within three days of his or her release from a City Jail  
1194 to determine whether the Class Member's housing is clinically adequate and  
1195 appropriate for his or her needs, and, if needed, shall offer to provide further  
1196 assistance in securing appropriate housing; provided, however, that if the Class  
1197 Member has been accepted as a client of a LINK program, the LINK program shall  
1198 perform such follow up and assistance within five days.

1199                            6.        **Transportation**

1200            101.    Defendants shall provide each Class Member released from  
1201 incarceration in a City Jail, except Class Members released from incarceration on bail  
1202 or pursuant to other court orders requiring that they be released immediately, and who  
1203 Defendants have determined to be Seriously Mentally Ill, with transportation from the  
1204 City Jail (a) to the Class Member's residence in the community or (b) to a temporary  
1205 emergency shelter or I/A Shelter and then to the DHS Shelter in which the Class  
1206 Member is placed.

1207           102. Defendants shall provide each Class Member who is released from  
1208 court and who Defendants have determined to be Seriously Mentally Ill with  
1209 transportation from the SPAN Office (a) to the Class Member's residence in the  
1210 community, or (b) to a temporary emergency shelter or I/A Shelter and then to the  
1211 DHS Shelter in which the Class Member is placed.

1212           103. The obligations set forth in this § II.H.6 shall apply only if the Class  
1213 Member wishes to accept the transportation services offered.

1214           **I.       Class Members Who Appear at a SPAN Office**  
1215           **More than Thirty Days After Their Release Date**

1216           104. For each Class Member who presents himself or herself at a SPAN  
1217 Office more than thirty days after his or her Release Date, SPAN Office Staff shall  
1218 make reasonable efforts to make an appointment with community agencies or  
1219 organizations for further assistance as appropriate.

1220           **III.     SETTLEMENT IMPLEMENTATION**

1221           105. Defendants shall complete the implementation of all aspects of this  
1222 Settlement Agreement no later than the Implementation Date, which shall be the date  
1223 60 days after the date on which the Court enters a Final Order and Judgment, as  
1224 provided in § VIII below.

1225           106. If any of the systems to provide Discharge Planning as contemplated  
1226 by this Agreement is not in place by the Implementation Date, Defendants shall, by  
1227 that date, provide Class Counsel with a written report describing all services and/or  
1228 systems that are not yet available, the reason they are not yet available, and the date  
1229 on which they are expected to become available. The report provided by Defendants

1230 in accordance with this ¶ 106, if any, shall not constitute compliance with the terms of  
1231 the Settlement Agreement, nor shall the receipt or non-receipt of such report preclude  
1232 Plaintiffs and Class Counsel from taking any steps necessary to enforce the provisions  
1233 of this Agreement.

1234 107. Defendants shall, no later than the Implementation Date, adopt all  
1235 manuals, policy and procedure documents, directives, training materials, and other  
1236 similar documents required to implement this Settlement Agreement. Defendants  
1237 shall provide Class Counsel with an opportunity to review and comment on such  
1238 documents in accordance with ¶ 128 hereof. To the extent that Defendants have  
1239 adopted any such documents before the Execution Date, Defendants shall provide  
1240 copies of such documents to Class Counsel within five days of the Execution Date  
1241 and shall provide Class Counsel with an opportunity to review and comment on such  
1242 documents in accordance with ¶ 128 hereof.

1243 **IV. MONITORING**

1244 **A. Selection and Appointment of Compliance Monitors**

1245 108. Subject to the provisions of this Section IV, Class Counsel and  
1246 Defendants' Counsel shall each designate one of two Compliance Monitors. Class  
1247 Counsel and Defendants' Counsel shall then jointly move the Court for an Order  
1248 appointing those Compliance Monitors and providing them with the authority,  
1249 consistent with the terms of this Agreement, to monitor the provision of Discharge  
1250 Planning in City Jails and Defendants' compliance with the terms of this Agreement.  
1251 In the event of (a) the death, resignation, or unforeseen permanent or temporary  
1252 unavailability of either Compliance Monitor, or (b) the Court's refusal to appoint

1253 either Compliance Monitor, the Counsel who designated that Compliance Monitor  
1254 may designate a replacement, who shall also then be appointed by the Court in  
1255 accordance with the procedures set forth in this Section IV.

1256           109. Each Compliance Monitor shall be either (a) a licensed and board  
1257 certified physician who has been so licensed and certified for at least five years  
1258 immediately preceding the date of his or her appointment and has at least five years'  
1259 experience providing, evaluating, or consulting with respect to mental health care for  
1260 people with serious mental illness or (b) a social worker who has a Masters degree in  
1261 social work, has at least three years of mental health discharge planning experience  
1262 and has at least two years of managerial or supervisory experience.

1263           110. Except with the consent of Class Counsel, no person who presently  
1264 has, or has within the past five years had, a business relationship with any Defendant  
1265 or with any medical or mental health care provider under contract with any Defendant  
1266 may act as a Compliance Monitor.

1267           111. Except with the consent of Defendants' Counsel, no person who  
1268 presently has, or has within the past five years had, a business relationship with  
1269 Debevoise & Plimpton, the Urban Justice Center or New York Lawyers for the Public  
1270 Interest, Inc. may act as a Compliance Monitor.

1271           112. The Parties shall endeavor in good faith to agree on the identity of the  
1272 Compliance Monitors and to designate Compliance Monitors who are mutually  
1273 acceptable to one another. If, however, any Party objects to the Compliance Monitor  
1274 designated by another Party and the non-objecting Party refuses to designate an  
1275 alternate Compliance Monitor, the objecting Party may apply to the Court to prevent

1276 the appointment of the Compliance Monitor based on any of the grounds set forth in  
1277 ¶114 below.

1278 113. Class Counsel and Defendants' Counsel shall move the Court for an  
1279 Order appointing the Compliance Monitors so that they can begin the performance of  
1280 their duties pursuant to this Settlement Agreement no later than the Implementation  
1281 Date.

1282 114. Any Party may apply to the Court for the removal of either  
1283 Compliance Monitor at any time. Such removal shall require a showing by  
1284 persuasive evidence of (a) corruption, nonfeasance or bias by the Compliance  
1285 Monitor; (b) failure to meet the qualifications set forth in ¶¶ 109 - 111 above; or (c) a  
1286 failure to perform his or her duties pursuant to this Agreement. If the Court finds that  
1287 the Compliance Monitor should be removed, the Party who designated that  
1288 Compliance Monitor shall designate a replacement in accordance with the  
1289 requirements of ¶¶ 109 - 111 above, who shall then be appointed by the Court in  
1290 accordance with the procedures set forth in this § IV.

1291 **B. Costs of Monitoring**

1292 115. Defendants shall pay the Compliance Monitors and any staff or  
1293 employees deemed reasonably necessary by the Compliance Monitors at rates to be  
1294 agreed upon by the Compliance Monitors and the Parties. Such rates shall take into  
1295 consideration each Compliance Monitor's usual and customary rate and the City's  
1296 usual and customary contracting practices. Defendants shall also reimburse the  
1297 Compliance Monitors for any costs and expenses reasonably incurred in the  
1298 performance of their duties pursuant to this Settlement Agreement.

1299           116. The Parties and each Compliance Monitor shall endeavor in good faith  
1300 to resolve any dispute regarding the hourly rate to be paid each Compliance Monitor  
1301 or the reasonableness of any fees, costs or expenses incurred by either Compliance  
1302 Monitor. Failing such resolution, the Parties shall refer the dispute to the Court for  
1303 resolution.

1304           117. Defendants shall provide the Compliance Monitors with any  
1305 equipment that the Compliance Monitors deem reasonably necessary to perform their  
1306 duties. Each Compliance Monitor shall return such equipment to Defendants at the  
1307 conclusion of his or her duties pursuant to this Agreement.

1308           **C. Scope and Method of Monitoring**

1309           118. The Compliance Monitors and any staff or employees working at their  
1310 direction shall have reasonable access to people, places and things relevant to the  
1311 provision of Discharge Planning pursuant to this Agreement, as set forth in greater  
1312 detail below. The principal means of monitoring shall be access to documents and  
1313 records, including those stored electronically; access to Class Members; and  
1314 observation of training sessions; provided, however, the Compliance Monitors shall  
1315 also have access to facilities and staff described below as the Compliance Monitors  
1316 deem reasonably necessary to determine whether Defendants are complying with the  
1317 terms of this Settlement Agreement.

1318           119. Either Party may contest any action taken or proposed by the  
1319 Compliance Monitors pursuant to § IV of this Agreement as being beyond the scope  
1320 of their authority under this Agreement, or as being unreasonable. Such challenges  
1321 shall be raised by the contesting Party promptly after such action is taken or

1322 proposed, and the Parties shall confer in good faith to resolve such disputes. Failing  
1323 such resolution, the contesting Party may seek an order from the Court enjoining,  
1324 prohibiting or limiting such action, and the contesting Party shall bear the burden of  
1325 production and persuasion on its motion.

1326 **1. Access to Records**

1327 120. The Compliance Monitors shall have access to all documents and  
1328 information, including records stored electronically, maintained by Defendants and/or  
1329 their agents or contractors that are reasonably necessary, in the judgment of the  
1330 Compliance Monitors, to determine whether Defendants are complying with the  
1331 terms of this Settlement Agreement. The documents and information to which the  
1332 Compliance Monitors shall have access pursuant to this § IV.C.1 shall include, but  
1333 are not limited to, (a) all records generated by Defendants and their contractors in the  
1334 course of providing Discharge Planning for Class Members, and (b) Class Members'  
1335 Mental Health Records and medical records related to mental health treatment in the  
1336 possession of Defendants and their contractors.

1337 121. Defendants shall, if feasible, provide records requested by the  
1338 Compliance Monitors pursuant to ¶ 120 above to the Compliance Monitors within  
1339 five business days of each such request; provided, however, that Defendants shall  
1340 respond to any request by the Compliance Monitors for records regarding the  
1341 provision of Discharge Planning to any individual Class Member within 48 hours.

1342 122. The Compliance Monitors shall also be entitled to request and receive  
1343 samples of the Mental Health Records and medical records related to mental health  
1344 treatment of Class Members having certain characteristics or receiving certain



1345 services; provided, however, that the Compliance Monitors shall request only those  
1346 record samples that they deem reasonably necessary to monitor Defendants'  
1347 compliance with this Agreement. Defendants may object to any request for a  
1348 particular sample in accordance with this ¶ 122 on the grounds that the compilation of  
1349 the sample would be unduly burdensome. The Parties shall endeavor in good faith to  
1350 resolve any such objections. Failing such resolution, the Parties reserve the right to  
1351 seek a ruling from the Court as to such objections.

1352 **2. Access to Computer Systems**

1353 123. Defendants shall provide the Compliance Monitors and such other  
1354 staff or employees as the Compliance Monitors may designate (a) with read-only  
1355 access to the Discharge Planning MIS and DHS Database, and (b) to such information  
1356 pertaining to Class Members derived from the IIS, the DHS Database, WMS and  
1357 other HRA computer systems as may be necessary to monitor Defendants'  
1358 compliance with this Agreement.

1359 124. The Compliance Monitors shall develop a form of report to be run  
1360 from the Discharge Planning MIS and the DHS Database and provided by Defendants  
1361 to the Compliance Monitors on a monthly basis sufficient to assist the Compliance  
1362 Monitors in monitoring Defendants' compliance with their obligations under this  
1363 Agreement. Defendants further agree promptly to provide the Compliance Monitors  
1364 with any other reports requested by the Compliance Monitors that can be generated  
1365 by the Discharge Planning MIS and DHS Database, and, if necessary to monitor  
1366 Defendants' compliance with this Agreement, other computer systems enumerated in

1367 ¶ 123 above, if Defendants can do so without any modification of the software or  
1368 hardware used to operate such systems.

1369 125. The Discharge Planning MIS will contain the data fields listed in  
1370 Exhibit A. Defendants agree to update the Discharge Planning MIS as necessary, in a  
1371 timely manner, so that it accurately reflects current information for each Class  
1372 Member.

1373 126. The Parties acknowledge that it may be appropriate for the  
1374 configuration of the Discharge Planning MIS to change during the course of  
1375 implementation of this Settlement Agreement. The Compliance Monitors may  
1376 therefore request that Defendants add, delete or modify data fields or other aspects of  
1377 the Discharge Planning MIS as necessary to monitor Defendants' compliance with  
1378 this Agreement. Defendants shall, if feasible, implement such requests or provide the  
1379 Compliance Monitors with an explanation of why such requests are not implemented.

1380 **3. Access to Manuals**

1381 127. Until the monitoring period is terminated pursuant to § XIV,  
1382 Defendants shall provide the Compliance Monitors with at least 14 days to review  
1383 and comment on (a) all new manuals, policy and procedure documents, directives,  
1384 training materials, and other similar documents, regardless of name, that concern the  
1385 provision of Discharge Planning to Class Members; and (b) all draft revisions to and  
1386 proposed revocations of any existing manuals, policy and procedure documents,  
1387 directives, training materials, and other similar documents, regardless of name, that  
1388 concern the provision of Discharge Planning to Class Members, before such  
1389 documents, revisions or revocations are finalized and regardless of whether those

1390 documents are generated by Defendants or a contractor to Defendants. Defendants  
1391 shall provide the Compliance Monitors with finalized versions of all such documents,  
1392 revisions, and revocations within seven days after each of them is finalized. All such  
1393 materials in existence on the date on which the Compliance Monitors are appointed  
1394 by the Court shall be provided to the Compliance Monitors by Defendants within  
1395 seven days of the date of the Order appointing the Compliance Monitors.

1396           128. Until appointment of the Compliance Monitors as provided in § IV.A  
1397 above, Defendants shall provide the materials described in ¶ 127 above to Class  
1398 Counsel for their review and comment at least 14 days before such materials are  
1399 finalized.

1400           129. Defendants shall not be required to accept any recommendation of the  
1401 Compliance Monitors or Class Counsel pursuant to ¶ 107 and ¶¶ 127 - 128 above;  
1402 provided, however, that Defendants shall notify the Compliance Monitors and Class  
1403 Counsel if Defendants reject any such recommendation within seven days after such  
1404 recommendation was received by Defendants.

1405                   **4. Access to Class Members**

1406           130. The Compliance Monitors may, with Class Members' consent,  
1407 conduct interviews with incarcerated Class Members or groups of Class Members in  
1408 the same degree of auditory privacy afforded inmates when meeting with their  
1409 attorneys and in a manner consistent with reasonable DOC security concerns and the  
1410 reasonable operational concerns of CHS and its medical care vendor. Defendants  
1411 shall allow such interviews to take place in all facilities where Discharge Planning

1412 occurs in City Jails or where Class Members receive Discharge Planning, including  
1413 the Jail Treatment Locations.

1414 **5. Access to Training**

1415 131. Defendants shall provide the Compliance Monitors with reasonable  
1416 advance notice of training sessions for Defendants' employees and all other  
1417 individuals involved in providing the Discharge Planning contemplated by this  
1418 Agreement. The Compliance Monitors may observe all such sessions and provide  
1419 comments and recommendations.

1420 **6. Access to Areas where Discharge Planning is Performed**

1421 132. Defendants shall ensure that the Compliance Monitors have physical  
1422 access to all Jail Treatment Locations and all Discharge Planning Facilities, including  
1423 the Community Referral Unit, Benefits Unit, and SPAN Offices. Such access shall be  
1424 arranged through Defendants' Counsel on reasonable advance notice and, unless  
1425 otherwise arranged, shall occur between 9:00 a.m. and 5:00 p.m.

1426 133. The Compliance Monitors shall be allowed to conduct interviews with  
1427 Class Members during visits to the areas and offices described in ¶ 132 above, subject  
1428 to Class Members' consent and the facilities' space availability and normal  
1429 operations.

1430 134. Subject to ¶ 118, the Compliance Monitors' access to any location in a  
1431 City Jail may be limited only due to Defendants' reasonable security or operational  
1432 concerns.

1433                   **7.      Access to Staff**

1434                   135.    The Compliance Monitors may conduct interviews with employees of  
1435    CHS and its medical care vendor and SPAN Office Staff and any other employees  
1436    who are otherwise providing services or benefits to Class Members in Discharge  
1437    Planning Facilities. The Compliance Monitors may also conduct interviews with  
1438    employees of other Defendant Agencies, including but not limited to DOC, DHMH,  
1439    HRA, any Job Center operated by HRA, DHS, WeCARE, LINK, the transportation  
1440    vendor engaged to provide services pursuant to this Agreement, and employees of  
1441    sub-contractors of these entities, provided the Compliance Monitors articulate a  
1442    reason why such interviews are reasonably necessary to determine whether  
1443    Defendants are complying with the terms of this Settlement Agreement. Defendants  
1444    and Defendants' Counsel hereby specifically authorize the Compliance Monitors to  
1445    conduct such interviews.

1446                   136.    The Compliance Monitors shall arrange interviews described in ¶ 135  
1447    above through Defendants' Counsel and shall provide reasonable advance notice of  
1448    all interviews. Defendants' Counsel will promptly arrange and facilitate all such  
1449    interviews, at the location of the employee's choosing.

1450                   137.    Defendants shall use best efforts, consistent with the City's  
1451    employment obligations, to ensure that the persons and entities identified in ¶ 135  
1452    above cooperate with the Compliance Monitors and respond directly and promptly to  
1453    all oral or written inquiries and/or requests related to the monitoring of Defendants'  
1454    compliance with this Settlement Agreement.

1455           138. The Compliance Monitors agree to maintain the confidentiality of the  
1456 identity of each person interviewed pursuant to this § IV.C.7 unless (a) the person  
1457 interviewed consents to having his or her identity revealed or (b) revealing the  
1458 identity of the person interviewed to Class Counsel, Defendants' Counsel and/or the  
1459 Court is necessary to enforce the terms of this Settlement Agreement. Any person's  
1460 identity revealed to the Court pursuant to subparagraph 138 (b) above shall be  
1461 revealed only in a document filed with the Court under seal.

1462           139. The Compliance Monitors shall be allowed to request to meet with  
1463 Defendants, representatives of Defendants' contractors, Defendants' counsel and/or  
1464 Class Counsel to discuss any aspect of this Agreement. Defendants' Counsel shall  
1465 promptly arrange and facilitate any such meetings.

1466           **D. Development of Performance Goals**

1467           140. Within six months after the Implementation Date, the Compliance  
1468 Monitors, based on their experience in the implementation of the Settlement  
1469 Agreement, shall establish performance goals designed to measure Defendants'  
1470 compliance with this Settlement Agreement. These performance goals shall, in the  
1471 judgment of the Compliance Monitors, reflect any practical limitations on providing  
1472 Discharge Planning and implementing Discharge Plans in the City Jails.

1473           141. Each of these performance goals shall be expressed in terms of a  
1474 percentage of eligible Class Members or individuals for whom each goal shall be  
1475 achieved. For example, if the Compliance Monitors set a performance goal providing  
1476 that 90% of Class Members for whom Pre-Screening is required shall be prescreened  
1477 for Medicaid eligibility prior to their release from incarceration, then, Defendants

1478 must be prescreening 90% of such Class Members for Medicaid eligibility before  
 1479 they are released from incarceration.

1480 142. The performance goals shall be established and shall measure  
 1481 performance in the following categories:

- 1482 a. Timely assessment of Class Members for inclusion in  
 1483 the Class;
- 1484 b. Appropriate assessment of whether Class Members are  
 1485 Seriously Mentally Ill;
- 1486 c. [Removed];
- 1487 d. Completion of clinically appropriate Comprehensive  
 1488 Treatment Plans for Class Members;
- 1489 d.1. Completion of clinically appropriate Discharge Plans  
 1490 for Class Members;
- 1491 e. Completion and processing of Medicaid prescreening  
 1492 for Class Members;
- 1493 f. Enrollment of eligible Class Members in MGP and  
 1494 submission of Medicaid applications;
- 1495 g. Activation of Class Members' Medicaid benefits;
- 1496 h. Provision of medications and/or e-prescriptions to Class  
 1497 Members;
- 1498 i. Making appropriate community referrals and/or  
 1499 appointments for Class Members;
- 1500 j. Submission and processing of Public Assistance and  
 1501 SNAP applications for potentially eligible Class  
 1502 Members who are deemed to be SMI;
- 1503 k. Provision of transportation to Class Members who are  
 1504 deemed to be SMI;
- 1505 l. Follow-up with Class Members who are deemed to be  
 1506 SMI in the areas of housing placement and community  
 1507 referrals or appointments; and

1508 m. Arranging appropriate housing placements for eligible  
1509 Class Members.

1510 143. The Parties acknowledge that a range of accepted clinical standards  
1511 and practices may inform a clinician's judgment concerning what constitutes  
1512 appropriate mental health treatment. The Compliance Monitors shall assess  
1513 Defendants' compliance with the performance goals set pursuant to subparagraphs  
1514 142 (b), (d), (d.1), (i) and (m) above in light of this range of accepted clinical  
1515 standards and practices.

1516 144. The Compliance Monitors may establish performance goals in such  
1517 other areas as necessary to effectuate the terms of this Agreement.

1518 145. If Defendants fail to meet the performance goals established by the  
1519 Compliance Monitors within six months after they are established by the Compliance  
1520 Monitors, Class Counsel shall have the right to apply to the Court for an order  
1521 requiring Defendants to comply with the performance goals.

1522 146. The performance goals are to be re-evaluated annually until the end of  
1523 the monitoring period by the Compliance Monitors in light of their experience  
1524 concerning the implementation of the Settlement Agreement and discussions with the  
1525 Parties. The first re-evaluation of the performance goals shall occur one year after the  
1526 date on which such goals are first established.

1527 146.1. Within two months after the effective date of any revisions to the  
1528 Stipulation of Settlement, the Compliance Monitors shall re-assess, and where  
1529 necessary establish, performance goals in light thereof and discussions with the  
1530 Parties.



1531           147. The Compliance Monitors shall be the final arbiters of the  
 1532 performance goals set pursuant to this § IV.D; provided, however, that the  
 1533 Compliance Monitors shall consult with the Parties in setting such performance goals.

1534           **E.     Reporting By Compliance Monitors**

1535           148. The Compliance Monitors shall make such recommendations to the  
 1536 Parties through counsel as may be appropriate to ensure compliance with the  
 1537 Settlement Agreement and may perform such additional consultative tasks or make  
 1538 such other recommendations as Class Counsel and Defendants' Counsel jointly may  
 1539 request.

1540           149. The Compliance Monitors shall submit written reports to the Court and  
 1541 to the Parties every 90 days during the first year after the Implementation Date and  
 1542 thereafter every 120 days. The reports:

- 1543                   a. shall assess the current state of compliance with the  
 1544 Settlement Agreement and performance goals set in  
 1545 accordance with § IV.D above, including whether  
 1546 progress has been made and whether compliance has  
 1547 been maintained for a substantial period of time;
- 1548                   b. shall analyze and review the cases of Class Members  
 1549 who did not receive clinically appropriate Discharge  
 1550 Planning in accordance with this Settlement Agreement  
 1551 (selection of any individual cases for review in a report  
 1552 pursuant to this subparagraph 149(b) shall be at the sole  
 1553 discretion of the Compliance Monitors);
- 1554                   c. shall analyze and discuss any impediments to meeting  
 1555 the performance goals set in accordance with § IV.D of  
 1556 this Agreement and make recommendations for  
 1557 overcoming those impediments;
- 1558                   d. may make recommendations for changes in policies and  
 1559 procedures or any other matter relating to Discharge  
 1560 Planning as contemplated by this Agreement; and

1561 e. may report on any other matters that affect the rights of  
1562 Class Members, or any of them, pursuant to this  
1563 Settlement Agreement.

1564 150. The Compliance Monitors may periodically review the medical and/or  
1565 Mental Health Records of non-Class Members to determine whether inmates are  
1566 timely, adequately and accurately assessed for membership in the Class and report  
1567 their conclusions to Defendants' Counsel and Class Counsel. Such review may be  
1568 conducted by sampling of records or any other reasonable and adequate method, and  
1569 appropriate precautions shall be taken to maintain the confidentiality of names of  
1570 non-Class Members whose records are reviewed.

1571 151. Nothing in the preceding ¶¶ 148 - 150 shall prevent either Compliance  
1572 Monitor from presenting interim reports, either written or oral, to address any issues  
1573 identified by the Compliance Monitor or in response to a reasonable request for an  
1574 update from either Class Counsel or Defendants' Counsel. If the Compliance  
1575 Monitors identify a significant deficiency in Defendants' compliance with the  
1576 Agreement, the Compliance Monitors shall inform Class Counsel and Defendants'  
1577 Counsel as soon as practicable after the discovery of any such deficiency.

1578 **F. Monitoring by Class Counsel**

1579 152. Monitoring by Class Counsel as described in § IV of this Agreement  
1580 shall begin no later than the Implementation Date and shall continue until the  
1581 monitoring provisions of this Agreement are terminated.

1582 153. Class Counsel and Defendants' Counsel shall meet at least every 90  
1583 days during the first year after the Implementation Date, beginning with a meeting  
1584 that shall occur within ten days of the issuance of the Compliance Monitors' first

1585 report to the Court and the Parties pursuant to ¶ 149 above, and thereafter within 45  
1586 days of the issuance of each report, to discuss issues arising under this Settlement  
1587 Agreement. At the request of Class Counsel, Defendants' Counsel also shall, if  
1588 feasible, arrange for the attendance at such meetings by any officials of Defendants or  
1589 representatives of any contractor employed by Defendants to carry out any of their  
1590 obligations under this Agreement.

1591 154. To facilitate monitoring of Defendants' compliance with the terms of  
1592 the Settlement Agreement:

- 1593 a. Class Counsel shall be permitted to confer  
1594 confidentially with any Class Member or group of up to  
1595 three Class Members incarcerated in City Jails in a  
1596 manner consistent with reasonable DOC security and  
1597 operational concerns. DOC shall take steps to facilitate  
1598 communication between Class Counsel and  
1599 incarcerated Class Members, including but not limited  
1600 to scheduling in-person meetings at City Jails. To  
1601 facilitate in-person meetings, Defendants shall provide  
1602 Class Counsel with a list of all Class Members, sorted  
1603 by facility in which the Class Member is housed, every  
1604 other week during which the monitoring provisions of  
1605 this § IV.F are in force. On forty-eight hours' notice,  
1606 DOC shall produce Class Members designated by Class  
1607 Counsel for meetings at the DOC facility in which the  
1608 Class Member is housed. DOC shall ensure that,  
1609 consistent with reasonable DOC security and  
1610 operational concerns, Class Counsel shall have the  
1611 opportunity to meet with a minimum of 20 Class  
1612 Members, subject to the Class Members' consent and  
1613 availability, during any monitoring visit scheduled  
1614 pursuant to this subparagraph 154(a).
- 1615 b. Class Counsel shall have access to all documents and  
1616 information provided to the Compliance Monitors  
1617 pursuant to this Agreement.

1618           155. Nothing in this § IV.F shall limit Class Counsel's access to any  
1619 materials or information obtainable through discovery in a Court proceeding brought  
1620 to enforce the terms of this Agreement or through a Freedom of Information Law  
1621 request.

1622           156. Defendants shall pay the reasonable attorneys' fees and expenses of  
1623 Class Counsel incurred in monitoring Defendants' compliance with this Agreement;  
1624 provided, however, that such fees and expenses shall not exceed \$200,000 in the first  
1625 year after the Implementation Date, \$150,000 in the second year thereafter, and  
1626 \$75,000 in the third year thereafter. In the fourth and fifth years after the  
1627 Implementation Date, Class Counsel shall be entitled to such reasonable fees and  
1628 expenses as are incurred in performing tasks contemplated by this Agreement or  
1629 performed at the request of the Compliance Monitors. Class Counsel shall document  
1630 their requests for payment of fees and expenses in monitoring Defendants'  
1631 compliance, and shall use reasonable hourly rates in computing the total fees for  
1632 which they seek payment. Beginning September 1, 2017, any request for fees and/or  
1633 expenses accrued between June 3 of the prior year and June 2 of that calendar year  
1634 shall be made by September 1 of that year. Any disputes as to the amount of  
1635 attorneys' fees and expenses to be paid to Class Counsel pursuant to this ¶ 156 shall  
1636 be referred to the Court for resolution.

1637           **G. Confidentiality**

1638           157. Subject to ¶ 158 below, Defendants agree not to redact or assert any  
1639 need or obligation to redact material related to individual Class Members or in any

1640 way prevent or attempt to prevent the Compliance Monitors or Class Counsel from  
1641 identifying or gaining access to material identifying individual Class Members.

1642 158. Class Counsel and Defendants' Counsel agree to confer in good faith  
1643 to resolve any disputes that may arise regarding whether any federal, state, or City  
1644 law or court order limits and/or prohibits the disclosure of confidential information  
1645 related to any individual inmate. Failing such resolution, Defendants may apply to  
1646 the Court for an order to prevent the disclosure of such information.

1647 159. The Compliance Monitors and their staff and Class Counsel shall  
1648 maintain the confidentiality of all information regarding Class Members as required  
1649 by applicable statutes, regulations, and professional standards of conduct. The  
1650 Compliance Monitors (and any staff to be granted access to information concerning  
1651 individual Class Members) shall sign appropriate undertakings, substantially in the  
1652 form of Exhibit E, before being granted access to such information. Nothing in this  
1653 ¶ 159 or the undertaking shall prevent the Compliance Monitors from sharing with  
1654 Class Counsel any information they obtain pursuant to this Agreement.

1655 **V. ENFORCEMENT**

1656 **A. Compliance**

1657 160. Defendants and their contractors shall be in substantial compliance  
1658 with the terms of this Settlement Agreement at all times after the Implementation  
1659 Date.

1660 161. Subject to ¶ 145 above, Class Counsel reserve their right to apply to  
1661 the Court at any time for an order enforcing the provisions of this Agreement.

1662           162. Defendants acknowledge that individuals assessed at the Initial  
1663           Assessment as needing further mental health assessment and/or treatment have  
1664           enforceable rights pursuant to this Agreement, and Defendants agree not to object to  
1665           an enforcement proceeding brought to enforce such rights by such individuals based  
1666           on lack of standing.

1667           **B.     Cure**

1668           163. Except in emergency situations, Class Counsel shall, before applying  
1669           to the Court for an order enforcing any provision of this Settlement Agreement,  
1670           provide Defendants' Counsel with notice of their intention to do so, and shall provide  
1671           Defendants' Counsel with a reasonable opportunity to address or remedy the matter  
1672           of concern. The reasonableness of the notice shall be a matter for Class Counsel's  
1673           discretion but shall be no less than 20 days; Class Counsel shall take into account the  
1674           nature of the matter of concern and the extent to which it affects the provision of  
1675           Discharge Planning to the Class or an individual Class Member in calculating what  
1676           amount of time is reasonable.

1677           164. In emergency situations, Class Counsel shall contact Defendants'  
1678           Counsel and advise Defendants' Counsel of the nature of the situation and proposed  
1679           steps to be taken that could alleviate the perceived risk or deficiency. Following this  
1680           contact, Class Counsel may then initiate whatever legal proceedings they believe to  
1681           be necessary to alleviate the emergency situation.

1682           165. In the event that Class Counsel apply to the Court for the enforcement  
1683           of this Settlement Agreement, Class Counsel and Defendants agree to redact any  
1684           submission to the Court to exclude the names of Class Members and any identifying

1685 information relating to Class Members unless such identifying information is  
1686 necessary to adjudication of the dispute. If such identifying information is necessary  
1687 to adjudication of the dispute, a Party (a) may disclose such information to the Court  
1688 and (b) shall file such information under seal.

1689 **C. Cost of Enforcement**

1690 166. Defendants will be liable for Class Counsel's reasonable attorneys'  
1691 fees and expenses, including but not limited to the reasonable expenses of employing  
1692 experts, that are properly incurred in enforcing the terms and provisions of this  
1693 Agreement through the Court if Class Counsel are successful or if Plaintiffs and  
1694 Defendants settle the dispute that forms the basis of the proceeding to enforce the  
1695 Agreement.

1696 167. Disputes between the Parties about the amount of attorneys' fees and  
1697 expenses to be reimbursed in accordance with this § V.C shall be resolved by the  
1698 Court.

1699 **D. Protection of Individual Class**  
1700 **Members Pending Settlement Approval**

1701 168. Between the Execution Date and the Implementation Date, Class  
1702 Counsel may provide Defendants with the names of individual Class Members who  
1703 (a) are incarcerated or were released within the preceding 30 days; (b) have requested  
1704 Discharge Planning services; and (c) have not received such services. Defendants  
1705 shall ensure that such Class Members receive services to which they would be  
1706 entitled pursuant to the preliminary injunction order entered by the Court on July 9,  
1707 2000, as is necessary to prevent irreparable harm. Should Defendants fail to provide



1708 any such Class Member with such services between the Execution Date and the  
1709 Implementation Date, Class Counsel may move on such notice as the Court may  
1710 direct for all appropriate relief with respect to such Class Member, independent of  
1711 whether the Final Order and Judgment is entered by the Court. Upon the Execution  
1712 of this Settlement Agreement, the Parties shall submit to the Court a separate  
1713 proposed Order embodying the terms of this provision substantially in the form of  
1714 Exhibit F for the Court's immediate approval.

1715 **VI. CONTRACTORS**

1716 169. Defendants acknowledge that the obligations of all agencies,  
1717 contractors and assignees set forth in this Settlement Agreement are ultimately the  
1718 obligations of the Defendants. Defendants shall not assert that they are not  
1719 responsible for noncompliance with any term or provision of this Settlement  
1720 Agreement by reason of the fact that an agency, contractor or assignee has been  
1721 charged with performance of any such term or provision of this Agreement.

1722 170. In the event that Defendants enter into or renew a contract with any  
1723 individual or entity to perform any of Defendants' obligations set forth in this  
1724 Settlement Agreement, Defendants shall ensure that such contract(s) incorporates the  
1725 terms and provisions of the Settlement Agreement that relate to the services that the  
1726 contractor will provide.

1727 **VII. EDUCATION OF THE COMMUNITY**

1728 171. Defendants, in consultation with Class Counsel, (a) shall conduct  
1729 informational sessions designed to educate members of the New York City mental  
1730 health care community and the criminal justice system about the Settlement and the



1731 contributions that they can make to the successful implementation of the Discharge  
1732 Planning systems described in this Agreement, (b) shall develop written materials  
1733 designed to educate members of the New York City mental health care and criminal  
1734 justice community concerning the Settlement and Discharge Planning systems  
1735 described in this Agreement, and (c) shall distribute such written materials to  
1736 members of the New York City mental health care community and the criminal  
1737 justice system at the informational sessions contemplated by § VII of this Agreement,  
1738 and through other appropriate means to be determined (which shall include, but are  
1739 not limited to, distribution through organizations such as the Legal Aid Society and  
1740 through a direct mail campaign).

1741           172. The members of the New York City mental health care community  
1742 and criminal justice system who shall be targeted by the educational efforts  
1743 contemplated by the immediately preceding ¶ 171 include, but are not limited to,  
1744 defense attorneys (for example, 18B and Legal Aid/Defenders Services), judges,  
1745 prosecutors, probation officers, corrections officers, court officers, peer advocacy  
1746 organizations, community mental health workers, and family support groups.

1747           173. The community education efforts contemplated by this § VII shall be  
1748 commenced within 30 days after the entry of the Final Order and Judgment and  
1749 completed within 180 days after the entry of the Final Order and Judgment.

1750           174. Defendants shall bear all costs incurred in implementing the  
1751 community education efforts contemplated by this § VII, including but not limited to  
1752 the costs of printing and distributing any written material.

1753 **VIII. ORDER OF NOTICE, HEARING AND APPROVAL**

1754           175. No later than 10 days after the Execution Date, the Parties will submit  
1755 this Agreement, including all Exhibits attached hereto, to the Court and seek from the  
1756 Court a Hearing Order that is substantially in the form attached as Exhibit C hereto.  
1757 The Hearing Order proposed by the Parties shall schedule the Fairness Hearing on the  
1758 date that is 70 days after the Court's entry of the Hearing Order.

1759           176. The Parties agree that prior to submission of the Agreement to the  
1760 Court and application for the Hearing Order as contemplated by ¶ 175, above, they  
1761 will together negotiate and draft the form of the Class Notice, Summary Notice and  
1762 Comment Sheet, which documents shall be attached as exhibits to the proposed  
1763 Hearing Order.

1764           177. The Notice Materials shall conform to all applicable requirements of  
1765 Article 9 of the New York Civil Practice Law and Rules ("CPLR"), the Constitution  
1766 of the State of New York (including but not limited to its Due Process Clause), the  
1767 Rules of Court and any other applicable law, and shall otherwise be in the manner and  
1768 form agreed upon by the Parties and approved by the Court.

1769           178. Subject to the requirements of the Hearing Order and no later than 60  
1770 days before the Fairness Hearing, Defendants will post copies of the Class Notice, the  
1771 Summary Notice (in English and Spanish) and the Comment Sheet in each SPAN  
1772 Office and in the following areas of each City Jail: each mental health and medical  
1773 clinic, each punitive segregation area, each intake area, and each law library.  
1774 Defendants will maintain supplies of the Class Notice, the Summary Notice and the  
1775 Comment Sheet and will provide copies of those materials to individual Class

1776 Members and Significant Others upon request. The Settlement Agreement shall also  
1777 be available in each City Jail law library. Defendants shall also ensure that copies of  
1778 the Notice Materials are available in each mental health and medical clinic, punitive  
1779 segregation area, intake area, law library, and SPAN Office and that social workers  
1780 working with Class Members, correctional officers working in units for the treatment  
1781 of the mentally ill, and SPAN Office Staff are aware of the Notice Materials and have  
1782 access to copies of the Notice Materials for distribution to Class Members.

1783           179. Defendants shall publish the Summary Notice on the date that is 50  
1784 days before the Fairness Hearing in the following publications: *El Diario*,  
1785 *Amsterdam News*, the *Daily News* and the *New York Law Journal*.

1786           180. The Parties shall seek from the Court the entry of a Final Order and  
1787 Judgment upon the conclusion of the Fairness Hearing, which Final Order and  
1788 Judgment shall be substantially in the form attached hereto as Exhibit B. Among  
1789 other things, the Final Order and Judgment sought by the Parties shall approve the  
1790 proposed Settlement set forth in this Agreement as fair, reasonable and adequate;  
1791 shall award attorneys' fees and expenses to Class Counsel; and shall include a  
1792 provision dismissing the Action without prejudice and withdrawing all pending  
1793 motions, subject to the Court's continuing jurisdiction to interpret and enforce this  
1794 Agreement and the Final Order and Judgment.

1795           181. Defendants will pay all costs of printing, publishing, and distributing  
1796 the Notice Materials to Class Members, Significant Others, and any others to whom  
1797 notice must be provided in accordance with the Hearing Order.

1798 **IX. OBJECTIONS TO AND COMMENTS ON THE SETTLEMENT**

1799           182. Any Class Member who wishes to object to the fairness,  
1800 reasonableness or adequacy of this Agreement or the proposed Settlement described  
1801 herein must submit a comment or objection no later than 25 days before the Fairness  
1802 Hearing by (a) placing his or her written comment or objection in a Comment Box  
1803 (located in the areas described in the Settlement Agreement) no later than 25 days  
1804 before the Fairness Hearing, (b) mailing his or her written objection or comment,  
1805 postmarked no later than 25 days before the Fairness Hearing, to the Managing  
1806 Attorney, Debevoise & Plimpton, 919 Third Avenue, New York, New York 10022,  
1807 or (c) leaving a recorded message containing his or her comment or objection and  
1808 information that identifies him or her as a Class Member by calling the toll-free  
1809 number designated for that purpose (which number shall be contained in the Class  
1810 Notice and the Summary Notice) no later than 25 days before the Fairness Hearing.

1811           183. In response to any written or oral comments or objections or request  
1812 from a Class Member, Class Counsel may meet with any incarcerated Class Member.  
1813 Defendants' Counsel may also attend such meetings, unless the Class Member objects  
1814 (in which case, Defendants' Counsel shall not attend), and shall promptly arrange and  
1815 facilitate such meetings before the expiration of the period allowed for submission of  
1816 comments on and objections to the Settlement Agreement.

1817           184. Defendants shall provide sealed Comment Boxes for the collection of  
1818 Comment Sheets in each law library and SPAN Office. Defendants shall, 20 days  
1819 before the Fairness Hearing, or at such other time as the Court shall direct, deliver the  
1820 Comment Boxes, unopened, to Debevoise & Plimpton.

1821           185. Class Counsel and Defendants' Counsel shall jointly review the  
1822 Comment Sheets prior to the Fairness Hearing. The Parties agree that the identities of  
1823 all Class Members who submit written comments or objections in connection with the  
1824 proposed Settlement shall remain strictly confidential, and that any such written  
1825 comments or objections filed with the Court shall be redacted so as to mask the  
1826 identity of the Class Members who submitted such comments or objections, unless  
1827 the Class Member consents to his or her identity being made public.

1828 **X. ATTORNEYS' FEES AND EXPENSES**

1829           186. Defendants recognize that the Court may award attorneys' fees and  
1830 expenses to Class Counsel based on the reasonable value of legal services rendered,  
1831 pursuant to Article 9 of the CPLR. Defendants agree that it would be an appropriate  
1832 exercise of the Court's discretion to award such fees and expenses in this action. The  
1833 Parties agree to negotiate in good faith in an attempt to agree on the amount of  
1834 reasonable attorneys' fees and expenses to be awarded to Class Counsel. In the event  
1835 the Parties are unable to reach such agreement, Plaintiffs reserve the right to make an  
1836 application to the Court for an award of attorneys' fees and expenses in accordance  
1837 with the CPLR and any other applicable law or Rule of Court.

1838           187. Defendants will bear all administrative expenses and costs incurred in  
1839 connection with the implementation of this Settlement Agreement and the proposed  
1840 Settlement described herein, including but not limited to the costs of printing,  
1841 publishing and posting the Notice Materials, any costs associated with collecting and  
1842 delivering the Comment Boxes, and the costs, including reasonable attorneys' fees

1843 and expenses of Class Counsel, of monitoring and enforcement, as provided in §§  
1844 IV.F and V of this Agreement.

1845 **XI. TERMINATION OF THIS AGREEMENT**

1846 188. This Agreement may be terminated at the sole option and discretion of  
1847 Defendants or Plaintiffs if the Court, or any appellate court(s), rejects, modifies or  
1848 denies approval of any portion of this Agreement or the proposed Settlement that the  
1849 terminating Party in its (or their) sole judgment and discretion reasonably  
1850 determine(s) is material. The terminating Party must exercise this option to withdraw  
1851 from and terminate this Agreement no later than 20 days after receiving notice of the  
1852 event prompting the termination.

1853 189. Notwithstanding the immediately preceding ¶ 188, neither Plaintiffs  
1854 nor Defendants may terminate this Agreement solely because of the amount of  
1855 attorneys' fees and expenses awarded by the Court or any appellate court(s).

1856 190. If an option to withdraw from and terminate this Agreement arises  
1857 under ¶ 188, (a) neither Defendants nor Plaintiffs will be required for any reason or  
1858 under any circumstance to exercise that option, and (b) any exercise of that option  
1859 shall be made in good faith.

1860 191. If this Agreement is terminated pursuant to ¶ 188, then:

- 1861 a. this Agreement shall be null and void and shall have no  
1862 force or effect, and no Party to this Agreement shall be  
1863 bound by any of its terms, except for the terms of this §  
1864 XI;
- 1865 b. this Agreement, all of its provisions, and all  
1866 negotiations, statements and proceedings relating to it  
1867 shall be without prejudice to the rights of Defendants,  
1868 Plaintiffs or any other Class Member, all of whom shall

- 1869 be restored to their respective positions in this Action  
 1870 existing immediately before the Execution Date;
- 1871 c. all motions withdrawn pursuant to the Hearing Order or  
 1872 the Final Order and Judgment shall be immediately  
 1873 restored to the Court's calendar;
- 1874 d. neither this Agreement, nor the fact of its having been  
 1875 made, shall be admissible or entered into evidence for  
 1876 any purpose whatsoever; and
- 1877 e. any order or judgment entered after the Execution Date  
 1878 will be deemed vacated and will be without any force or  
 1879 effect.

## 1880 **XII. MODIFICATION OF THIS AGREEMENT**

1881 192. The terms and provisions of this Agreement may be amended,  
 1882 modified or expanded only by written agreement signed by the Parties and approved  
 1883 by the Court; provided, however, that after entry of the Final Order and Judgment the  
 1884 Parties may by written agreement, signed by Class Counsel and Defendants' Counsel,  
 1885 effect such amendments, modifications or expansions of this Agreement and its  
 1886 implementing documents (including all exhibits) without notice to or approval by the  
 1887 Court if such changes are consistent with the Court's Final Order and Judgment and  
 1888 do not limit the rights of Class Members under the Settlement Agreement.

## 1889 **XIII. TERMINATION OF PROSPECTIVE RELIEF**

1890 193. The provisions of this Agreement shall terminate at the end of five  
 1891 years after monitoring by the Compliance Monitors begins pursuant to § IV of this  
 1892 Agreement. Plaintiffs may apply to the Court by motion on notice for a finding that  
 1893 Defendants have not complied with the terms of this Settlement Agreement over the  
 1894 preceding two years, and, if such finding is made by the Court, for an Order  
 1895 continuing the provisions of this Agreement for an additional two-year interval or



1896 intervals to the extent necessary to correct any current and ongoing violation of this  
1897 Settlement Agreement.

1898           194. At the end of each such additional two-year interval, Plaintiffs may  
1899 apply to the Court by motion on notice for a finding that Defendants have not  
1900 complied with the terms of the Settlement Agreement over the preceding two years,  
1901 and, if such finding is made by the Court, for an Order continuing the provisions of  
1902 the Settlement Agreement to the extent necessary to correct any current and ongoing  
1903 violation of this Settlement Agreement.

1904 **XIV. GENERAL MATTERS AND RESERVATIONS**

1905           195. Thomas C. Crane represents that he is authorized to enter into this  
1906 Agreement on behalf of all Defendants and any attorneys who have represented or  
1907 who now represent Defendants in the Action.

1908           196. Whenever this Agreement requires or contemplates that one Party  
1909 shall or may give notice to the other, notice shall be provided by fax and/or next-day  
1910 (excluding Sunday) express delivery service and/or same-day hand delivery as  
1911 follows:

If to Class Counsel:

Christopher K. Tahbaz, Esq.  
Debevoise & Plimpton  
919 Third Avenue  
New York, New York 10022  
fax: 212 909-6836

and to

Jennifer Parish, Esq.  
Urban Justice Center  
40 Rector Street, 9th Floor  
New York, New York 10006  
fax: 212 533-4598



and to

Roberta Mueller, Esq.  
New York Lawyers for the Public  
Interest, Inc.  
151 West 30th Street, 11th Floor  
New York, New York 10001  
fax: 212 244-4570

If to Defendants' Counsel: Thomas C. Crane, Esq.  
The New York City Law Department and  
Corporation Counsel  
100 Church Street  
New York, New York 10007  
fax: 212 356-8760

1912

1913

197. The Parties expressly acknowledge that no other agreements,

1914

arrangements or understandings not expressed in this Agreement or the exhibits

1915

hereto exist among or between them and that this Agreement and the exhibits hereto

1916

contain all the terms and conditions agreed upon by the Parties.

1917

198. All time periods in this Agreement expressed in terms of days are to be

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measured in calendar days (without excluding weekend days or holidays), unless

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otherwise specifically noted.

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199. This Agreement and any ancillary agreements shall be governed by

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and interpreted according to the law of the State of New York, excluding its conflict

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of laws provisions.

1923

200. The Court shall maintain continuing jurisdiction over this proceeding

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for the term of this Agreement, and any disputes concerning this Agreement shall be

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resolved by the Court upon motion of either party, or upon such notice as the Court

1926

may direct.

1927           201. The Parties reserve the right, subject to the Court's approval, to make  
1928 any reasonable extensions of time that may be necessary to carry out any of the  
1929 provisions of this Agreement.

1930           202. This Agreement, any action taken to carry out this Agreement, any  
1931 negotiations or proceedings related to this Agreement, and the carrying out and  
1932 entering into the terms of the Settlement Agreement shall not be construed as, or  
1933 deemed to be evidence of, an admission or concession with regard to any fault,  
1934 wrongdoing, or liability whatsoever.

1935           203. The Parties agree that this Agreement was drafted by counsel for the  
1936 Parties at arm's length, and that no parol or other evidence may be offered to explain,  
1937 construe, contradict or clarify its terms, the intent of the Parties or their counsel, or  
1938 the circumstances under which the Agreement was made or executed.

1939           204. The Parties, their successors and assigns, and their attorneys undertake  
1940 to implement the terms of this Agreement in good faith, and to use good faith in  
1941 resolving any disputes that may arise in the implementation of the terms of this  
1942 Agreement.

1943           205. The Parties, their successors and assigns, and their attorneys agree to  
1944 cooperate fully with one another in seeking Court approval of this Agreement and to  
1945 use their best efforts to effect the prompt consummation of this Agreement and the  
1946 proposed Settlement.

1947

1948  
1949                    206. This Agreement may be signed in counterparts, each of which shall  
  
1950    constitute a duplicate original.  
  
1951    Dated: New York, New York  
1952                    January 8, 2003

DEBEVOISE & PLIMPTON

By: \_\_\_\_\_  
Christopher K. Tahbaz  
Patricia G. Corley  
Emily O'Neill Slater  
919 Third Avenue  
New York, New York 10022  
(212) 909-6000

DOUGLAS LASDON  
RAYMOND H. BRESCIA  
HEATHER BARR

By: \_\_\_\_\_  
Heather Barr  
Urban Justice Center  
666 Broadway, 10<sup>th</sup> Floor  
New York, New York 10012  
(646) 602-5671

NEW YORK LAWYERS FOR THE  
PUBLIC INTEREST, INC.

By: \_\_\_\_\_  
John A. Gresham  
30 West 21<sup>st</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10010  
(212) 244-4664

Counsel for the Plaintiffs and the Class

MICHAEL A. CARDOZO  
CORPORATION COUNSEL OF  
THE CITY OF NEW YORK

By: \_\_\_\_\_  
Thomas C. Crane  
Jeffrey S. Dantowitz  
100 Church Street  
New York, New York 10007  
(212) 788-0303

Counsel for Defendants

**Addendum A**

**Criteria for Serious Mental Illness**

Serious Mental Illness (“SMI”) as referenced in the Stipulation shall mean a diagnosis-based categorization consisting of the following disorders as described in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (“DSM-5”):

- Schizophrenia Spectrum and Other Psychotic Disorders; Bipolar and Related Disorders; Depressive Disorders; and PTSD.

Any of the foregoing diagnoses resulting from a substance use or a medical condition are excluded. Individuals who do not meet the preceding diagnostic criteria, but experience significant functional impairment or clinical distress as a result of a DSM-5 diagnosis, shall be designated with SMI, but such designation may be removed with the approval of a Clinical Supervisor or Supervising Psychiatrist by documenting that the designation is not clinically appropriate in the context of an individual Class Member.